

REQUEST FOR PROPOSALS

In accordance with A.R.S. 41-2501, et seq, and under the authority of the State of Arizona, Department of Administration, Enterprise Procurement Services Division, hereby issues the following Request for Proposals (RFP).



Solicitation Number: EPS060014
Solicitation Name: Telecommunications Carrier Services
Procurement Officer: James Scarboro

Document Name: EPS060014, Solicitation Instructions

I. Purpose

The State of Arizona, its agencies, boards and commissions (State) as well as participating members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various Products and Services as described herein. The purpose of the Solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract or contracts from which the State and its Cooperative members may acquire these Products and Services.

II. Background

The State currently holds eight (8) Contracts for Carrier Services, under AD000170. Availability under these Contracts is widely distributed throughout the state with a predominance of the usage occurring within the Phoenix metropolitan area. In large part, the incumbent Contracts have been effective at meeting the needs of the State and its Cooperative members. Accordingly, many of the previous requirements used have been brought forward into this Solicitation and resulting Contracts. To a lesser degree, the State had concerns over a number of issues, some on an ongoing basis, including regulatory issues, usage reports, pricing accuracy, service quality, and billing consistency.

III. Current Usage

In the last year, the executive branch of the State has outsourced the management of its telecommunications infrastructure, from a fragmented agency-centric model to a new enterprise network, under EPS050044-1, Arizona Network (AZNet). Under AZNet the State government has consolidated the purchasing power of all the Executive Branch Agencies. At the direction of the State, AZNet is aggregating executive branch purchasing across the State. It is estimated that 60% of telecommunication purchases throughout the State come from the Purchasing Cooperative and 40% of the purchases come from the Executive Branch Agencies.

IV. Objectives

Through this Solicitation and resulting contract(s), the State seeks to accomplish the following objectives.

i. Management

The State is seeking Telecommunication Carrier Services through one or more Contract awards that serve all locations of the purchasing cooperative membership and State Agencies. The State is also interested in balancing full State coverage with the lowest prices available.

The State will consider opportunities to bundle and consolidate the purchase of services across different government entities with the intention of presenting attractive business volumes and stimulating the delivery of improved broadband services to various locations across the State. For example, the State may choose to combine its required service volumes and product requirements (under AZNet) with those of local city, county and school district requirements.

In order to reduce the amount of administration required by the State, the State encourages that Contractor / Subcontractor partnerships be developed to offer services to all Arizona geographies, and that the partnerships offer all the classes and types of service described in Attachment 3.1, "Products and Services", in every region. This would result in contracts providing statewide coverage to all Ordering Entities. Because of the current fragmented geographic coverage, the State envisions that the companies in a partnership will have non-exclusive relationships within those partnerships. For example, if ISP-type services at required SLAs are available from only a single Contractor in a particular geography, the State anticipates that this particular Contractor would be a member of several partnerships.

Partnerships have the potential of increasing the complexity of the State / Contractor relationship. An objective of this Contract is to keep the State's administrative responsibilities manageable. To this end the State seeks partnerships that have a lead or prime Contractor. A prime Contractor of one partnership can also participate as a Subcontractor in other partnerships. Although partnerships are not required, AZNet intends to purchase solely from such partnerships on behalf of all State Agencies. The prime Contractor would be responsible for managing the activities, roles, and assignments of the partnership members. During the term of the contract, the State will grant the prime Contractor the ability to change the members and member assignments over time as required to deliver improved service, enhanced services or products as described herein, or to address potential performance issues or industry consolidation. However, the State requires the prime contractor to maintain the services and products awarded to the partnership in the specified geographic regions.



To foster efficiency and clear communication between the State and a partnership, the prime contractor must have the ability to report to the State on the activities of itself and its Subcontractors. An effective reporting approach may address the management and compliance of all members in the partnership. The State seeks a low-cost, low maintenance management and reporting solution as well as improvement in its ability to enforce compliance including accurate and thorough reporting of usage, accurate electronic billing, etc.

The State accepts the fact that at the current time, carrier services remains fragmented in Arizona and as such reserves the right to consider regional proposals and make corresponding contract awards to provide the competitive coverage of services and products to the locations of the purchasing cooperative across the State.

ii. Flexibility

The telecommunications industry is changing rapidly and the types, methods and providers of product and services will likely change during the term of this Contract. The State seeks to ensure the resulting Contracts from this Solicitation can meet shifting needs caused by these changes. The State intends to facilitate any amendments required but requires that the modifications conform to the verification, compliance, and management needs of the State.

Contractors will be doing business with Entities with dramatically different sizes and needs. As such, different levels of complexity in billing may be required. An objective of this contract is to meet the various needs of the different Ordering Entities in a standard electronic format. Electronic billing standards have been developed and implemented for the AZNet program and the State desires that the in-place AZNet standards be adopted where possible.

The State seeks the flexibility to ensure that Ordering Entities be allowed to change their service if they can prove that their needs are not being met and that the applicable Carrier cannot or will not work within agreed upon parameters.

iii. Technology

One of the objectives to this Contract is to provide secure communications throughout the state. The State intends to adopt industry-wide standards where possible. In general, the industry is moving towards Internet Protocol (IP) standards, services, and convergence. The AZNet program has adopted these standards, as has Government Information Technology Agency (GITA) in its Statewide Policies, standards and technology roadmaps.

iv. E-Rate Compliant

An objective of this Contract is that it be compliant with the Schools and Libraries Universal Service and Support Mechanism (E-Rate) and to cohere to all requirements that this compliance entails

v. Non-Recurring Charges

The State anticipates projects that cannot be completed using only the products and services in the pricing schedules but still fall within the Scope of the resulting Contracts. To complete those projects and services, the State may need to negotiate pricing for non-recurring projects on a case by case basis. This Contract will be used as one of the vehicles to allow such non-recurring projects to take place.



1. Solicitation Phase One – Public Notice

In accordance with A.A.C. R2-7-326, et seq. Competitive Sealed Proposals, the State hereby issues this Request for Proposals (RFP or Solicitation), to receive proposals for the Products and Services described herein. The Solicitation shall be conducted in accordance with the following phases and instructions therein. The RFP shall be published and publicly available for all prospective Offerors. During this period, the RFP may be changed or amended, with the final form of the RFP occurring upon any final amendment issued prior to the completion of the public notice period. During this period the State shall receive questions, submitted in writing. Depending on the quantities and nature of the questions received, the State will endeavor to respond to as many questions as is necessary and/or possible. Responses may be in writing or in an applicable change or attachment to the RFP.

1.1. Duty to Examine

Offerors shall carefully review the Solicitation for any defects, questionable or objectionable material. Comments concerning defects or other material must be made in writing and received by the State at least seven (7) days prior to the proposal's due date. Protests based on any omission or error, or on the content of the Solicitation, may be disallowed if these faults have not been previously brought to the attention of the State as required herein. In the event of a contract awarded, no plea of ignorance of conditions that exist, or may hereafter exist, or of difficulties that may be encountered in the provision of services under the contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.

1.2. Amendments

The Solicitation shall only be modified by a Solicitation Amendment. See **Solicitation Attachment 1.2. Solicitation Amendments**.

1.3. Electronic Documents

The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Solicitation Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.

1.4. Inquiries

Inquiries regarding this Solicitation shall be in accordance with the following instructions.

1.4.1. Contact Person

Inquiries related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

1.4.2. Written Inquiries

Notwithstanding any questions that may arise at a Pre-Offer Conference, if one is held, all inquiries shall be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. If an inquiry is submitted via USPS, do not place the Solicitation number on the outside of the envelope containing that inquiry, as it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

1.4.3. Timeliness

Inquiries, exceptions or comments regarding the Solicitation shall be submitted as soon as possible but not later than seven (7) days before the Offer due date. Although inquiries, exceptions or comments regarding the Solicitation may be received and considered beyond this date, their contents may not be considered in time to affect a Solicitation Amendment.



1.4.4. No Right to Rely on Verbal Responses

Offerors shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

1.5. Pre-Offer Conference

If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

1.5.1. Persons with Disabilities

Persons with disabilities may request reasonable accommodations, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.6. Further Solicitation Instructions

Further instructions may be included in additional locations throughout the solicitation. Offerors shall comply with these instructions as they would for any instructions contained herein.

1.7. Submission of Offer

Offers shall be submitted in accordance with the following instructions.

1.7.1. Submission in SPIRIT

Offers shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT (www.spirit.az.gov). Submission of offers by means other than the SPIRIT system will not be accepted. Potential Offerors with questions in this regard shall contact the State Procurement Office prior to the Solicitations due date and time.

1.7.2. Offer and Acceptance Period

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.

1.7.3. Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

1.7.4. Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

1.7.5. Public Record

Offers received by the State and are subsequently opened, are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State.

1.7.6. Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.



1.7.7. Offer Contents

Offers in response to the Solicitation shall consist, at a minimum, the following Proposal Documents. All Proposal Documents shall be submitted in an electronic format accessible and acceptable to the State (Microsoft Word .DOC format).

1.7.7.1. Solicitation Questionnaires

Offerors Proposal Documents shall include all Solicitation Questionnaires, completed and in compliance with all Further Solicitation Instructions contained therein.

1.7.7.1.1. Offer Bond

Offeror shall provide irrevocable Offer Bond (bid security) payable to the State of Arizona in the amount of \$10,000 per Product and Services Category (three Categories, not to exceed \$30,000). The security shall be in the form of an Offer Bond, certified check or cashier's check and must be in the possession of the Procurement Officer by the due time and date cited for this solicitation. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will: 1) Issue an award notice for those offers accepted by the State; and 2) Return all bond securities to those who have not been issued an award notice. All bid security from Contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (Performance Bond, Certificate of Insurance, etc.). If the Contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the Contractor may be found to be in default and the contract terminated by the state. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or complete the work as required, in accordance with the Arizona Procurement Code and to recover any actual excess costs from the Contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs. All bid bonds must be executed on forms substantially equivalent to Enterprise Procurement Services Division. See **Solicitation Attachment 1.7.7.1.1. Offer Bond.**

1.7.7.2. Contract Documents

Offerors Proposal Documents shall include all Contract Documents, to include the Contract Terms and Conditions and all Contract Amendments. The Contract Documents shall include the State's terms, conditions and requirements, any proposed changes to the State's terms, conditions or requirements, and any new terms, conditions and requirements proposed by the Offeror.

1.7.7.3. Evidence of Intent to Be bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.

1.7.7.4. Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

1.7.7.5. Acknowledgement of Solicitation Amendments

Offerors shall acknowledge any/all Solicitation Amendment(s). Solicitation Amendments shall be acknowledged in SPIRIT shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

1.7.7.6. Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security



number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

1.7.7.7. Disclosure

If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

1.7.7.8. No-collusion, Employment, and Services

By signing the Offer and Acceptance Form or other official Contract form, the Offeror certifies that they, one, did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer, two, do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and three, comply with all applicable Federal, State and local laws, including executive orders, regarding employment.

1.7.7.9. Confidential Information

If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

2. Solicitation Phase Two – Evaluation

Upon completion of the public notice period and after the Offer due date, the State shall evaluate all Proposals submitted in response to the RFP. In this evaluation, the State may request clarifications from the Offerors. Proposals shall be evaluated in accordance with the evaluation criteria as set forth in the RFP. As the result of this initial evaluation, the State may proceed with Contract awards or hold Discussions with an Offeror or Offerors that are determined to be reasonably susceptible for Contract award.

2.1. Offer Clarifications

Upon receipt and opening of proposals submitted in response to this Solicitation, the State may request written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering, eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their Offer.

2.2. Waiver and Rejection of Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to waive minor informalities, reject any or all Offers or portions thereof or cancel the Solicitation.

2.3. Evaluation

In accordance with A.R.S. 41-2534, award shall be made to the responsible Offeror whose Proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria. The following evaluation criteria shall be used in the evaluation of proposals submitted in response to the Solicitation, listed in their relative order of importance.

2.3.1. Evaluation Criteria – Prices and Pricing



Offerors shall read, understand and comply with the Prices and Pricing questionnaire contained herein. Offerors shall comply with all additional instructions provided in the questionnaire. See **Solicitation Questionnaire No. 1 – Prices and Pricing**.

2.3.1.1. Taxes

Arizona transaction privilege and use taxes shall not be considered for evaluation.

2.3.1.2. Identification of Taxes in Offer

The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

2.3.1.3. Federal Excise Tax

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

2.3.1.4. Unit Price Prevails

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

2.3.2. Evaluation Criteria – Compliance with Terms, Conditions and Attachment Requirements

Offerors shall read, understand and comply with the Terms, Conditions and Attachment Requirements contained herein. Offerors shall comply with all additional instructions provided in the questionnaire. See **Solicitation Questionnaire No. 2 – Terms, Conditions and Attachment Requirements**.

2.3.2.1. Exceptions

All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract. Offerors are encouraged to notify the State of possible exceptions prior to the deadline set for receipt of questions and to provide a detailed explanation for any exception, including a description of the technical, financial or other issues influencing the decision to take exception to the State's requirement. Exceptions to the requirements of any part of the Solicitation may negatively affect the State's evaluation of the Offer, in accordance with the evaluation criteria stated in the Solicitation. An Offer that takes exception to any material requirement of the Solicitation may be rejected.

2.3.3. Evaluation Criteria – Capacity of Offeror

Offerors shall read, understand and comply with the Offeror Capacity questionnaire contained herein. Offerors shall comply with all additional instructions provided in the questionnaire. See **Solicitation Questionnaire No. 3 – Capacity of Offeror**.

2.3.4. Evaluation Criteria – Compliance with Solicitation Instructions

Offerors shall review, understand and comply with the Solicitation Instructions contained herein. Offerors shall comply with all additional instructions provided in the questionnaire. See **Solicitation Questionnaire No. 4 – Solicitation Instructions**.

2.4. Minor Informalities

The State may waive informalities and minor irregularities in Offers received in response to the Solicitation.



2.5. Responsibility, Responsiveness and Acceptability

In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-330 and R2-7-354, State shall consider the following in determining Offerors' responsibility as well as the responsiveness and acceptability of their proposals. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the State, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the State or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references. Offers may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the offer in accordance with the factors identified in the Solicitation or other necessary offer components. Necessary components include: an indication of the intent to be bound, reasonable Scope of Work, price proposal, Solicitation amendments, offer bond and/or reference and any other data specifically requested in the Solicitation.

3. Solicitation Phase Three – Discussions

Upon completion of Evaluations, in accordance with A.R.S. 41-2534 the State may conduct Discussions with those Offerors whose' Proposals are determined by the State to be reasonably susceptible of being selected for award. Discussions may be in writing or in person and may include presentations, site visits or demonstrations.

3.1. Competitive Range

If the Procurement Officer determines that the number of Proposals that would otherwise be in the Competitive Range exceeds the number at which an efficient competition can be conducted, the Procurement Officer may limit the number of proposals in the Competitive Range to the greatest number that will permit an efficient competition among the most highly advantageous proposals.

4. Solicitation Phase Four – Proposal Revision

Throughout the Discussions period or at their conclusion, the State may request Proposal Revisions. In accordance with the State's request, Offerors shall revise and submit any applicable portions of their Proposal.

5. Solicitation Phase Five – Subsequent Evaluations

Throughout the discussions period or at their conclusion, the State shall conduct Subsequent Evaluations of any Proposal Revisions. Following any Subsequent Evaluations, the State may determine that an Offeror is no longer susceptible for contract award and not engage them in further discussions.

6. Solicitation Phase Six – Contract Award

Following Evaluations and any Subsequent Evaluations, if it is deemed to be in the State's best interest, the State intends to award a Contract or Contracts to those responsible Offerors whose' Proposals are determined to be most advantageous to the State based on the Evaluation Criteria included herein. Notice of contract award(s) shall be sent to all Offerors submitting proposals in response to the RFP.

6.1. Number or Types of Awards

The State reserves the right to make multiple awards or to award a Contract, by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, 'all or none' Offers shall be rejected.

6.2. Contract Inception

An Offer in response to this Solicitation does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3. Effective Date



The effective date of any Contracts resulting from the Solicitation shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official Contract form, unless another date is specifically stated in the Contract.

6.4. Protests

Any protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include the name, address and telephone number of the protester, the signature of the protester or its representative, identification of the purchasing agency and the Solicitation or Contract number, a detailed statement of the legal and factual grounds of the protest including copies of relevant documents and the form of relief requested.

7. Comments Welcome

Enterprise Procurement Services periodically reviews the Solicitation Instructions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, Enterprise Procurement Services, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.



Solicitation Number: EPS060014
Solicitation Name: Telecommunications Carrier Services
Procurement Officer: James Scarboro

Document Name: Solicitation Attachment 1.2. Solicitation Amendments

AMENDMENT NO. 6

The solicitation is hereby changed as follows.

- 1) Solicitation Questionnaire No. 1 – Prices and Pricing, 1.4. Sample Order Pricing spreadsheet in the RESPONSES table, has been changed as described below.
- 2) Solicitation Questionnaire No. 3 – Capacity of Offeror, 1.5.4. Legal and Regulatory Actions, has been added.
- 3) No further Solicitation Amendments are anticipated.
- 4) Questions and State Responses, see the following.

Question: Contract Attachment 4.3 Purchase Orders. While completing the Sample Order Form, we found that the address for Graham County is the same address as for Greenlee County. Please provide the correct addresses for both counties.

State Response: The new address for Greenlee is: Customer: ADOT; Address: 3-Way Junction Hwy 75/78, Clifton, AZ. The address for Graham stays the same. Please reference the updated Sample Order Pricing spreadsheet.

Question: Solicitation Questionnaire 3: 1.3.4 "Local Presence & Proximity to customers" in the response section is not a question included in the instructions.

State Response: The Questionnaire Response table has been updated – 1.3.4 Local Presence and Proximity to Customers, has been removed.

Question: I also have a question around exceptions as based on wireless restrictions such as Line of Sight and Distance Limitations. Please let me know how these should be handled.

State Response: All exceptions shall be described in the Questionnaire responses. Any additional information needed should be referenced in that response and attached to the Offer.

Question: How should case by case incidentals be handled such as out-of-the-ordinary tower build-outs need to achieve the height to install a link?

State Response: Case by case incidentals shall be included in the appropriate Line Item Category, in the Pricing Schedule spreadsheet. Offerors may add further rows within any such Line Item Categories.

Question: Please confirm whether the option to provide a certified check for the Offeror Bond is still acceptable. If yes, please respond with how we provide that check to you to meet the requirements of the solicitation. For example, would we just simply bring the check to your office on or before 11/4 at 3:00 pm?

State Response: Yes. Offerors may submit a check (Bid Deposit) in lieu of an Offer Bond (Bid Bond). All such checks shall be submitted to the Procurement Officer on or before the date and time that Offers are due in response to the Solicitation.

Question: Contract Attachment 1.1: Offer and Acceptance Question 4 under Certification: "The offeror certifies that the above referenced organization IS (IS OR IS NOT) a small business with less than 100 employees or has gross revenues of \$4 million or less." 1) The question indicates that a small business is defined by either <4M in revenue or <100 employees. These are not the same criteria used by the Small Business Administration and as such we are unsure if we qualify as small business or not. Please let us know if fulfilling only one of the requirements in question 4 qualifies the vendor as a small business in the eyes of the State or if you must be fulfill both requirements and/or be certified by the Small Business Administrations guidelines? 2) Is there any advantage for minority owned business in this solicitation?



State Response: The definition of a small business in Arizona is given by A.R.S. 41-1001, number 19. A small business must have less than 100 employees or have gross revenues of \$4 million or less. As the value of the resulting contract(s) shall exceed the formal solicitation threshold, there is no objective advantage to Offerors that are small, women or minority owned under this Solicitation.

Question: As the information contained in the attachments is also duplicated in the Solicitation Questionnaires, do we have to put identical responses in both documents (Solicitation Questionnaire and Attachment) or can we respond to either one?

State Response: Please make all responses in the Questionnaire when possible and an attached document when an answer in the questionnaire is impossible (for example, the pricing workbook).

Question: On the carrier RFP pricing spreadsheet there are some categories where we need to caveat some items, i.e., "pricing assumes that the service location is on net" or "off net locations will be priced on an ICB basis" etc.

State Response: The State included a section in the Solicitation Questionnaire No. 1 – Prices and Pricing entitled Pricing Terms, with a corresponding Pricing Terms section in Contract Attachment 3. Prices and Pricing. In accordance with the instructions in the Solicitation Questionnaire, Offerors shall place their Pricing Terms, or "caveat verbiage" in these sections.

Question: The only place where we are allowed to input information is in the pricing areas. We would ask that the spreadsheet allow us to input our caveat verbiage so that we can clarify when necessary.

State Response: See previous State Response.

Question: Under Product and Services Cat. Sec 1 Products: We wanted to clarify input requested in the section (ex. below) What kind of data are you looking for under the fields....Offeror Response with corresponding language..... Are you looking for Marketing, T and Cs etc..... 1.3.1 Category Two - Unregulated Transport Services. Offeror Response with corresponding language in the Contract Attachment

State Response: Offerors shall place their entire response into the Questionnaires. Questionnaire No. 2 – Terms, Conditions and Requirements pertains to the Contract Terms and Conditions and the Contract Attachment Requirements. Offerors shall input their entire response into the Questionnaire as instructed – including all descriptions, literature and Contract language. As instructed in the Questionnaire, Offerors shall then place the Contract language into the respective Contract Attachment, such that the Questionnaire contains the Offeror's entire response and the Contract Attachment contains only their Contract language encapsulating and operationalizing their response.

Question: The Solicitation Attachment 1.2. Solicitation Amendments document states that the pricing spreadsheets have been edited. Can you provide the edited spreadsheets, they weren't included in the document?

State Response: The edited spreadsheets are now the only spreadsheets in Spirit. Please re-download the workbooks if you do not have the edited ones or are unsure if you have the latest versions. The latest pricing workbook has no table number references. The latest sample pricing workbook has different addresses for Graham and Greenlee counties.

Question: The Long Distance Outbound voice service - Dedicated price table(s) is locked on all the spreadsheets (ex: Apache - Excel cell B706). Are these tables supposed to be locked - if not – please unlock and resend?

State Response: You are using an outdated pricing workbook (from a previous version of the Solicitation). That error has been fixed. Please re-download the pricing workbook to make sure you are filling out the correct information.

Question: [Prospective Offeror] cannot provide a single flat rate for International pricing, can we submit an addendum with dedicated outbound rates for all International countries?

State Response: Yes. Please clearly identify the additional rates in the Offer.

Question: [Prospective Offeror] would like to provide prices on Solicitation # EPS060014. [We are] a small ILEC. Neither our tariffed nor non regulated services translate well into the state Prices and Pricing Schedule. Can we make the submission on another form we have?

State Response: As Contracts are awarded based on competition, the State needs a reasonably common ground from which to compare prices submitted in response to the RFP. For this reason, we included the Sample Offer Pricing spreadsheet in addition to the Pricing Schedule. Offerors should provide prices and prices for all applicable services, in accordance with one or all of the three Line Item Categories. The State will consider services offered that do not translate neatly into the State's Pricing Spreadsheet, so long as the proposed services otherwise meets the specifications of the larger and more general Line Item Category.



All other instructions, terms conditions and requirements remain unchanged.

AMENDMENT NO. 5

The solicitation is hereby changed as follows.

- 5) Solicitation Questionnaire No. 2 – Terms, Conditions and Requirements, has been changed. See the Questions and State Responses below regarding these changes.
- 6) Contract Terms and Conditions, 4.5 Acceptance, has been changed.
- 7) Questions and State Responses, see the following.

Question: Which Articles under A.R.S. Titles 35 and 41 need consideration for meeting the above [reference to Billing and Payment Periods] requirement?

State Response: In accordance with ARS 41-251(E) payment for any services shall not be made unless pursuant to a fully approved written contract. ARS 35-342(A), establishes that any agency which purchases or procures goods and services from a nongovernmental entity on account shall pay the account in full within thirty days after receipt of goods or services and correct notice of amount due in writing to the agency.

Question: Section 7, Contract Attachment 2.4.2 Service Levels - Numbering for 1.4 through 1.6 in the questionnaire does not match numbering in Contract Attachment

State Response: The Questionnaire has been corrected.

Question: Section 12, Contract Attachment 4.6 Billing & Payments - Numbering in the questionnaire does not match the Contract Attachment.

State Response: The Questionnaire has been corrected.

Question: Section 13, Contract Attachment 4.8 Dispute Resolution - The questionnaire is missing Sections 2, 2.1, and 2.2 from the Contract Attachment

State Response: The Questionnaire has been corrected.

Question: Section 14, Contract Attachment 5 Contract Administration - The questions in the questionnaire do not map to the Contract Attachment

State Response: The Questionnaire has been corrected.

Question: Section 16, Contract Attachment 5.3.3 Subcontractors - Numbering in the questionnaire starts with 2, whereas numbering in the Contract Attachment starts with 1.

State Response: The Questionnaire has been corrected.

Question: Section 18, Contract Attachment 5.3.16.8 Insurance - Numbering in the questionnaire does not match numbering in Contract Attachment

State Response: The Questionnaire has been corrected.

Question: Section 18, Contract Attachment 5.3.16.8 Insurance - Questionnaire is missing Sections 1.2.1, 1.2.2, 1.2.3, and 1.9.2 from the Contract Attachment

State Response: See previous State Response.



Question: On the pricing sheets for Wireless (TABLE A.2.6.2), I am not aware of there being USOC codes for wireless. If there are, could you point me in the right direction?

State Response: USOC codes are created by the industry and not by the State. As such the State is not aware of all USOC codes. If a carrier does not use USOC codes or cannot find any applicable USOC codes leave the spaces blank.

Question: Also, I am assuming that TABLE A.2.6.1 is for Point-to-Point Connectivity Services, TABLE A.2.6.3 is for last mile connectivity for bandwidth.

State Response: Unregulated Transport Services – xDSL and – Cable based are both set up to allow Offerors to propose pricing for both synchronous and asynchronous services. The first table was A.2.6.1 but now numberless with new pricing workbook released in Amendment 4. This table asks for rates for synchronous services where “To User” is download speed and “From User” is upload speed. The second two tables assume that either the upload or download speeds are fixed. This is to allow offerors to propose competitive packages. If an offeror does not have asynchronous packages, either leave these tables blank or refer to the first table.

Question: What is TABLE A.2.6.2 for? I guess I am not quite getting the “To User - From User” vernacular as it relates to the less conventional wireless world.

State Response: See previous State Response.

Question: We offer services not included in the Unregulated Transport Services-Other Wireless sheet (Ethernet and OC-x rates in addition to those listed on the spreadsheet). Should we add rows to the spreadsheet to accommodate these additional rates or simply bid the 5 rates requested?

State Response: Offerors should respond to all or as many of the 5 rates as possible, with any additional services listed alongside these rates, so long as they are contained in the appropriate line item category.

Question: On pricing, we use a matrix made up of the CIR required, the number of sites served and the number of intermediate relays needed to connect any two sites. Can we submit that matrix in place of the linear model in the spreadsheet?

State Response: No. The CIR may be used to calculate the requested rates and attached to the Pricing Schedule spreadsheet but the Sample Offer Pricing spreadsheet needs to be filled out in its current form for evaluation purposes.

Question: Section 2, Contract Terms & Conditions. 3.2 Applicable Taxes. “...Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation....” – Does the State intend to pay USF, which funds the E-Rate program?

State Response: Yes.

Question: Section 2, Contract Terms & Conditions. 4.5 Acceptance: The first part of the requirement contradicts the second part of the requirement. Please see [Prospective Offeror] suggested modifications below. Does the State agree to this? If no, please clarify what you require. [Prospective Offeror provides edited version of the State's Clause].

State Response: The State cannot engage prospective offerors in the manner suggested. The State has however, reviewed the clause in question, Contract Terms and Conditions, 4.5. Acceptance, and has clarified it.

Question: Section 2, Contract Terms & Conditions 5.1.3 Price Adjustment – Who is required to pay the external consultant – AZ or [Prospective Offeror]?

State Response: The State will pay for external auditors.

Question: 1.7.7.1.1 Offer Bond: This is a question in the Solicitation Instructions A3, but the question is not in the Solicitation Questionnaire. We will have one contract with [number] separate Company entities that are individually responsible for their own liability. Can we provide one Offer/Bid Bond to include all three Company entities, or do we need to provide a separate Offer/Bid Bond per Company entity?

State Response: Solicitation Questionnaire No. 4 – Solicitation Instructions has been corrected. Offerors composed of multiple firms submitting a single proposal in response to the Solicitation may submit a single Offer Bond.



However, an Offeror composed of multiple entities shall have a single identity (lead entity, partnership or other corporate form) with respect to their Offer. And therefore, a Contractor composed of multiple entities shall have a single identity (lead entity, partnership or other corporate form) with regard to their Contract. The multiple entities composing an Offeror or Contractor may allocate the costs associated with the single identity at their discretion, the single Offeror identity shall be responsible for their Offeror and the single Contractor identity shall be responsible for their Contract. Therefore, specifically, the State will not allow multiple entities under a single Contract to be individually responsible for their own liability.

Question: Contract Attachment 3.0 Prices & Pricing. The pricing documents, Sample Order Form do not require non-recurring charges. Do we need to provide only monthly recurring charges or does the State want non-recurring charges as well?

State Response: Provide any charges, recurring and non-recurring, that would apply to the orders in the Sample Order Pricing spreadsheet assuming that the orders listed are new orders to the Prospective Offeror. Please include a full list of non-recurring charges in the Pricing Schedule spreadsheet.

All other instructions, terms conditions and requirements remain unchanged.

AMENDMENT NO. 4

The solicitation is hereby changed as follows.

- 8) The Due Date is changed to November 15, 2005, by 3:00 PM MST.
- 9) Solicitation Questionnaire No. 1 – Prices and Pricing, 1.5.1. Pricing Schedule and 1.5.4. Sample Order Pricing, have been changed.
- 10) Contract Attachment 3. Prices and Pricing, 1.1 Pricing Schedule.
- 11) Questions and State Responses, see the following.

Question: The RFP makes no mention of basic local phone service; POTs lines (1FBs). There is growing competition for this basic service, and the Political Subdivisions across Arizona have thousands of them. There are carriers that can provide competitive solutions for these local lines and new technologies like VOIP that can replace them. Allowing competitors to bid on POTs lines will encourage new players in the game and cost justify investment by these carriers in other areas like infrastructure build-out which benefits the state. Have these services been included under an existing Category or can these services be added to the RFP?

State Response: State Response: The Pricing Schedule and the Sample Order Pricing spreadsheets have been changed to include 1FBs as well as DS0s.

Question: The format on the 1st tab, Apache County, is notably different from the other tabs, all of which appear to be the same. Also, there is no section numbering scheme on the Apache tab, whereas, all other tabs have a numbering scheme.

State Response: The Pricing Schedule spreadsheet in the Solicitation Questionnaire and in the Contract Attachment has been edited.

Question: The Apache County tab has a section for some value-added services; lines 889 - 905. a. How can this list be expanded? There are a vast array of value-added products and services that [Prospective Offeror] can offer the State of Arizona. b. Where do we attach the additional pricing schedules so that they are seen and evaluated?

State Response: Offerors may add further Products and Services to the Pricing Schedule in an addendum, so long as they fall within the Line Item Categories as defined herein, and they are listed alongside similar Products and Services. Alternate and additional Products and Services must be within the Scope of the RFP.

Question: There is no pricing table for dedicated point to point private line [digital] which is currently deployed under regulated services.

State Response: The Pricing Schedule spreadsheet embedded in the Solicitation Questionnaire and in the Contract Attachment has been changed. Dedicated lines have been added in the Frame Relay table.



Question: On the pricing spreadsheets we are instructed not to include Transport pricing. Where should we include the transport component of our pricing?

State Response: The Pricing Schedule spreadsheet has been changed and re-released in Amendment 4. The new version should answer all transport questions.

Question: Where should we include pricing for services beyond the scope of the spreadsheet, i.e., DIA above 95 Mg, Integrated T1, Extended Native LAN Service, Voip Trunking etc?

Offerors may add further Products and Services to the Pricing Schedule so long as they fall within the Line Item Categories as defined herein, and they are listed alongside similar Products and Services. Alternate and additional Products and Services must be within the Scope of the RFP.

Question: Is voice pricing inclusive of transport? If not, where does that voice transport pricing go?

State Response: The Pricing Schedule spreadsheet has been changed and re-released in Amendment 4. The new version should answer all transport questions.

Question: We didn't see any pricing pages for point to point transport services, i.e., mileage based transport. Where should we include that pricing?

State Response: The Pricing Schedule spreadsheet has been changed and re-released in Amendment 4. The new version should answer all transport questions.

Question: Solicitation Attachment 1.2. 1. Solicitation Questionnaire 1 is now Prices & Pricing, 2. Solicitation Questionnaire 2 is now Terms, Conditions, and Attachments, 3. Solicitation Questionnaire 3 is now Capacity of Offeror, 4. Solicitation Questionnaire 4 is now Solicitation Instructions. Is this correct?

State Response: Yes

Question: Solicitation Instructions: Solicitation Phase One/1.7.7.5 Acknowledgment of Solicitation Amendments - Where are we required to acknowledge amendments in the SPIRIT Tool?

State Response: Offerors shall acknowledge all Solicitation Amendments in their response to Solicitation Questionnaire No. 4 – Solicitation Instructions. The Response Table in the Questionnaire lists each of the Instructions contained in the Special Instructions, one of which is the Solicitation Amendments instruction.

Question: Section 5, Contract Attachment 2.1 - Can we add rows to the Questionnaire and the Contract Attachment to address additional services we will be proposing in response to AZ's requirements?

State Response: Offerors may add further Products and Services to the Pricing Schedule so long as they fall within the Line Item Categories as defined herein, and they are listed alongside similar Products and Services. Alternate and additional Products and Services must be within the Scope of the RFP.

Question: Contract Attachment 1.1: It still states in the first paragraph that a signature certifies Small Business status.

State Response: Question 4 asks for Small Business Status. A company either IS or IS NOT a Small Business. The signature will certify the Small Business Status the company claims in question 4.

Question: [Prospective Offeror] requested NPA-NXX by County to complete the pricing sheets. The State provided all NPA-NXX in AZ. Do you have a NPA-NXX spreadsheet by County?

State Response: The State does not have any such spreadsheets. The provided spreadsheets include the cities. The State has also provided a spreadsheet of cities and counties. This may not include all cities in the provided NPA-NXX worksheets.



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All other instructions, terms conditions and requirements remain unchanged.

AMENDMENT NO 3.

The solicitation is hereby changed as follows.

- 1) Solicitation Instructions, was changed.
 - 1.1. Solicitation Instructions, Purpose subsection through Non-Recurring Charges, have been revised.
 - 1.2. Solicitation Attachment 1.2. Solicitation Amendments, was added
 - 1.3. Solicitation Attachment 1.7.7.1.1. Offer Bond, was added
- 2) Solicitation Questionnaire No. 1 – Solicitation Instructions, title was changed.
- 3) Solicitation Questionnaire No. 2 – Prices and Pricing, was changed
 - 3.1. 1.5.2. Prices and Pricing Method of Approach, was added.
 - 3.2. 1.5.4. Sample Order Pricing was added
 - 3.3. Response Table was added.
- 4) Solicitation Questionnaire No. 3 – Contract Terms, Conditions and Attachment Requirements, was changed.
- 5) Solicitation Questionnaire No. 4 – Capacity of Offeror, was changed.
- 6) Contract Terms and Conditions, all Contract Attachment references were updated.
- 7) Contract Attachments, numbering were corrected.
- 8) Questions and State Responses, see the following.

Question: [Prospective Offeror] and our partners would like to request an extension on the response due date to 11/22/05.

State Response: At this time, the due date remains unchanged.

Question: [Prospective Offeror] would like to respond as our partnership name, [Perspective Proposal Contents], as opposed to [Prospective Offeror]. Is this possible?

State Response: Yes. However, the Capacity of Offeror section will have to examine the respective capacities of all partners – as the partnership may be untested as an entity and would have no record of part performance. A prime entity or subcontractor must be identified, with their distinguishing responsibilities well-defined. Such a Partnership would be treated as a single entity with one Profile in SPIRIT. Prospective offerors should take into consideration the complexity of managing a partnership of this nature and provide with their proposals additional assurances to the State of their ability to perform under any resulting Contract.

Question: EPS060014-A2 Should [Prospective Offeror] disregard this document for purposes of our response?



State Response: The PDF documents, (EPS060014-A1.pdf, EPS060014-A2.pdf, EPS060014-A3.df, and subsequent PDF documents continuing this naming scheme) are automatically generated by SPIRIT and are formatted differently than the documents that compose the RFP. These PDFs shall be disregarded for the purposes of this solicitation.

Question: Uniform Instructions, Evidence of Intent to be Bound. This is a similar document to Contract Attachment 1.1. Which document does [Prospective Offeror] need to acknowledge? Under the "Offer" header, it says "...signature also certifies Small Business Status." Yet #4 in this version gives the option to state whether we are not a small business. #4 in Contract Attachment 1 does not give this option. As [Prospective Offeror] is not a small business, we would like to request that Arizona re-submit this form to us without the small business declaration requirement.

State Response: Contract Attachment 1.1 Offer and Acceptance, has been changed.

Question: Solicitation Instructions, Management & Flexibility Subjections. Both reference sections of a Services Agreement. [Prospective Offeror] did not receive a copy of the Services Agreement. If it is necessary that we agree to these requirements, we will need a copy of the referenced Services Agreement.

State Response: Solicitation Instructions, Management and Flexibility subsections, have been changed.

Question: 1. Solicitation Phase One, 1.7 Submission of Offer. 1.7.7.1 Solicitation Questionnaires. 1.7.7.1.1 Offer Bond. The last sentence states "All bid bonds must be executed on forms substantially equivalent to Enterprise Procurement Services Division." [Prospective Offeror] did not receive the referenced form(s). Contract Attachment 5.4.16.6 requires a Performance Bond. Does Arizona want [Prospective Offeror] to submit both an Offer/Bid Bond and Performance Bond? Is the Performance Bond the form that you want the Offer/Bid Bond executed on? 1.7.7.5 Acknowledgement of Solicitation Amendments – Where is [Prospective Offeror] required to acknowledge amendments in the SPIRIT tool?

State Response: Solicitation Instruction 1.7.7.1.1. Has been changed.

Question: Solicitation Questionnaire 3, 5. Solicitation Questionnaire Instructions – Contract Attachment 2.1.1 Products & Services. The Contract Attachment is 2.1. What information is required in response to this Questionnaire versus required in response to Contract Attachment 2.1? Are you looking for descriptions of Products and Services?

State Response: Offerors shall name and describe all Products and Services proposed in the Solicitation Questionnaire. Offerors shall convey these same Products and Services into the Contract Attachment. The Solicitation Questionnaire allows the State to provide Products and Services categories, instructions and additional material without confusing the Contract Documents that may result.

Question: 6. Solicitation Questionnaire Instructions – Contract Attachment 2.2.1. Warranty – The Contract Attachment is 2.4.1.

State Response: Section titles and numbering have been corrected.

Question: 7. Solicitation Questionnaire Instructions – Contract Attachment 2.2.2 Service Levels – The Contract Attachment is 2.4.2.

State Response: Section titles and numbering have been corrected.

Question: 14. Solicitation Questionnaire Instructions – Contract Attachment 5.1 Contract Administration – The Contract Attachment is 5.

State Response: Section titles and numbering have been corrected.

Question: Contract Terms & Conditions. 5.3 General. 5.3.1 Notices – Reference to Attachment 5.3.2 Key Personnel, which is actually 5.4.2. 5.3.2 Key Personnel – Reference to Attachment 5.3.2 Key Personnel, which is actually 5.4.2. 5.3.3 Subcontracts – Reference to Attachment 5.3.3 Subcontractors, which is actually 5.4.3. 5.3.16.6 Performance Bond – Reference to Attachment 5.3.16.6 Performance Bond, which is actually 5.4.16.6 5.3.16.8 Insurance – Reference to Attachment 5.3.16.8 Insurance, which is actually 5.4.15.7.

State Response: Section titles and numbering have been corrected.

Question: Contract Attachment 1.1 Offer & Acceptance. This is a similar document to the "Evidence of Intent to be Bound" in the EPS060014-A2 document. Which document does [Prospective Offeror] need to acknowledge? Under the "Offer" header, it says "...signature also certifies Small Business Status." #4 also says we certify by signing that we are a small business. As [Prospective Offeror] is not a small business, we would like to request that Arizona re-submit this form to us without the small business declaration requirement.



State Response: See previous response. The Offerors shall express their intent to be bound, at a minimum, in the Offer Form through SPIRIT and in the Contract Attachment 1.1 Offer and Acceptance Form.

Question: Contract Attachment 1.2 Definitions. 1.11 Consortium - References "Provider Partnership," which isn't included in the list of definitions. 1.44 Service Release – The second sentence of this definition requires agreement/compliance. In order to be considered a definition only, [Prospective Offeror] requests that Arizona include only the first sentence.

State Response: 1.11. Consortium. This definition has been removed. 1.44 Service Release, second sentence has been removed.

Question: Contract Attachment 1.2 Definitions. What information is required in response to this Attachment versus in Solicitation Questionnaire 3, Section 5?

State Response: In the Questionnaire, Offerors shall acknowledge the Definitions, taking exception to any they disagree with and adding any that are incumbent upon their Offer. In the Contract Attachment, Offerors shall include any alternate definitions, that they've first cited, explained in the Questionnaire.

Question: Contract Attachment 2.4.1 Warranty. 1.3 Inspection and & Testing - References subparagraphs 3.2.2 through 3.2.4, which do not exist.

State Response: This Term has been changed.

Question: Contract Attachment 3 Prices. 1.2 Pricing Terms – Requests "Offeror Contract Language." What specifically does Arizona require? Price sheets identify categories as Regulated and Unregulated, do you mean for these terms to be Voice and Data? Please define or remove the terms?

State Response: Pricing is the combination of a product or services, their respective quantities in units, over a given period of times. Offerors shall describe these Pricing Terms in the Questionnaire, what they are, how they work and why they are advantageous. Once explained and clarified in the Questionnaire, Offerors will convey these Pricing Terms, into the Contract Attachment(s), without all of the ancillary non-operational narratives and descriptions, e.g., marketing language.

Question: [Prospective Offeror] is requesting permission to submit an appendix for more details (or a breakdown) on the price components that would map back to the State provided pricing spreadsheet. The purpose of the appendix is to provide all USOCs and unit prices that combined would equate to a line item on the State's pricing spreadsheet. This will enable all parties to match each price component to what appears on the billing for the services, easing the ability to audit bills and compare them to the contract rates.

State Response: Yes, so long as the prices and pricing maps back to the Products and Services described in the Line Item Categories and all corresponding cells in the Pricing Schedule are noted and complete.

Question: Contract Attachment 5.4.16.6 Performance Bond. 1.7.7.1.1 of the Solicitation Instructions requires an Offer/Bid bond. Does Arizona want [Prospective Offeror] to submit both an Offer/Bid Bond and Performance Bond?

State Response: Yes. Offerors shall provide an Offer Bond (bid bond) with their Offer. If awarded a resulting Contract, Contractors shall provide a Performance Bond within the period of time cited herein.

Question: The Pricing worksheet in Contract Attachment 3 is protected in the discount area in row 871-873 where I am assuming we need to input our discounts. Can you update the worksheet with the fields unprotected in your forth coming amendment?

State Response: The spreadsheets were released with the password protections included, unapparent to the Procurement Officer. Regardless, the password to unprotect the spreadsheet is, all one-word, all lower case: askforall

Question: On the pricing spreadsheet, we would like to assist you by labeling the specific service offerings that we wish to insert in unregulated value added services. But the spreadsheet cells are locked, so we are unable to label our offer. i.e. lines 630/631 on the Apache tab [and on all tabs]. The same is true for all of the broadband services. Can you unlock the label cells, or should we reference the specific lines on each tab in an addendum, or can you recommend another solution.



Question: The proposal is to be submitted on the Arizona Procurement Web site. How does the State of Arizona want the Bid Bond to be submitted?

State Response: Offerors shall submit the Offer Bond in electronic copy, attached to their Offer in SPIRIT. One way to accomplish this is to create the Offer Bond in hard copy, scan it to an electronic copy, e.g., in PDF format, and Add it to the Attachments section in their Offer.

Question: In the Pricing Worksheet the State is requesting that vendors provide data pricing by County. Please provide the NPA-NXX by County for all County and State offices.



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State Response: See the following.

Question: Attachment 5.2.16.6 - Performance Bond. May the Performance Bond be provided on an annual basis by the Contractors surety or is the bond requirement to provide one bond for the initial term including any subsequent renewal period (total 5 years)?

State Response: Yes. So long as the Performance Bond's amount is for the full amount required herein, throughout each respective term.

Question: We have made progress in completing 75% of the required response for the State Carrier RFP solicitation EPS060014-A2. However, Contract Attachment 3. Prices and Pricing Schedule is posing a major problem for us in how we can populate our pricing in the attached Excel spreadsheet. Is there some one in your organization that can spend some 30 minutes with us going over the Contract Attachment 3. Prices and Pricing Schedule and what exactly is the State requiring as far as input to the attached spreadsheet?

State Response: The Contract shall be Fixed Price. Accordingly, all prices and combinations of prices, or pricing, shall be cited in the contract. The purpose of the Pricing Schedule is to capture all of the prices and pricing that would be available under any resulting Contract.

Question: I have a question on RFP EPS060014-A2. When I read the related E-Rate 470 form I see that you are looking for items under Internal Connections (other unregulated value-added products and services). Would this include hardware (such as Voice Mail, IVR's, ACD's, VoIP Telephony) or just hosted solutions?

State Response: No. The RFP specified that certain types of network terminating Products (hardware) may be included. Otherwise the resulting Contracts are for Services. USAC (E-Rate) category for Internal Connections, was selected only to cover these limited Products.

Question: [Prospective Offeror] offers numerous services within each category, each service carrying an individual price ceiling, floor & discount model. The pricing sheet requests a blanket discount for each of the three Categories. We will endeavor to provide our response in the requested format, but we would like to comment that it may be more appropriate to propose services to the state for your evaluation based on a cost per service basis. This would enable the State of Arizona to select the service at the value that best meets the state's current and evolving needs. We ask for your comment on this.

State Response: "Cost per service basis." Is undefined. In accordance with the Arizona Procurement Code, the State cannot ask for Offeror cost data in the presence of competitive proposals. If the Cost you are referring to is the State's cost, we have added Sample Order Pricing section to the Solicitation Questionnaire No. 1 – Prices and Pricing, for this very purpose.

Question: The pricing request appears to include the following [Cites Pricing Schedule contents]. Please note in the comments column that several sections appear to be redundant. Can you please clarify the intention here[?].

State Response: This was the approach of the Technical Advisors creating the Pricing Schedule spreadsheet. If these redundancies create a problem with your Offer, please specify how. Otherwise, the redundancies are noted.

Question: All cells except for pricing cells are locked. Therefore, services that we would like to add that are not included in the spreadsheet cannot be added. Further, if we were to add services, there is no matching evaluation matrix, as described in the pre-conference. So how would your team be able to see and evaluate additional input?

State Response: See the response above.

Question: The remainder of the tabs do not contain a section for value-added services, that clearly, we would like to offer to all counties.



State Response: The Pricing Schedule embedded in the Solicitation Questionnaire and in the Contract Attachment, is being edited now. A subsequent amendment will include these revisions.

Question: At the Pre-Bid meeting, you mentioned that on last contract there were 9 carriers put on state contract. Will you be awarding multiple providers with state contracts this time too?

State Response: The State is obligated by applicable statute and administrative code to look first to making an aggregate (single) award. However, when it is determined to be in the State's best interest to make multiple-awards, the State may award to as many Contractors as is necessary to meet the State's need. Accordingly, based on historical usage, the State anticipates awarding multiple Contracts as the result of this RFP.

Question: With technology changing, new types of companies, like ISPs, can legitimately provide services like wireless VOIP, which really blends technologies and can move the State of Arizona forward. So will the state consider wireless ISPs as viable providers and potentially put them on state contract?

State Response: The RFP specifies the Services required and their respective quality (service levels). For similar reasons to those references, the State has not specified the medium or facility over which these Services are provided. As the Service

Question: Where do I find a form "substantially equivalent to Enterprise Procurement Services Division"? (1.7.7.1.1). My probable bid bond surety wants to mail the bond directly to you. What address?

State Response: See the previous response. Sureties need not be in the same form as those referenced herein, so long as they include the majority of the data elements and provide the same protection to the State.

Question: In the Contract Terms and Conditions 4.8 refers to "Dispute Resolution". However, in the questionnaire, 4.8 is "Cancellation" and "Dispute Resolution" is 4.9. Should there be some verbiage in the Terms and Conditions addressing cancellation?

State Response: The Cancellation clause, previously in the State's Uniform Terms and Conditions, was consolidated into the Termination clauses included herein. Previously the confusion was between Termination and Cancellation.

Question: In Questionnaire Number 3 on page 12 of 31 there is a "RESPONSES TO: Contract Attachment 2.1.1.Products and Services. We could not locate a 2.1.1. Was it referencing 2.1 Products and Services?

State Response: Yes.

I attended the Pre-offer Meeting on the 4th, and I have reviewed the RFP. Could you clarify whether it would be acceptable to submit some of the pricing as "ICB" (Individual Case Basis) without a specific price? The reason for my question is that often, especially in the rural communities, the solutions to their needs/requests require custom engineering and builds. When addressing these type of needs in the past, we do not know the costs associated with the project, and cannot provide standard pricing, i.e., a pricing list.

State Response: Yes. Individual Case Basis (ICB) pricing may be included in the Pricing Schedule. ICB pricing shall be limited to regulated services only. All non-regulated Services must be priced.

Can you please clarify whether an offeror needs to be a Licensed Contractor (Low Voltage Installation) with the State of Arizona Registrar of Contractors, in order to respond to the State's Telecommunications Carriers Services RFP?

State Response: Answer shall be forthcoming in a subsequent Solicitation Amendment.

Question: [Prospective Offeror] seeks clarification of Contract Attachment 4.7 Billing and Payments 1.9 Billing Agent. In sentence 3, "If Contractor exercises this option, Contractor shall promptly notify Customer in writing of such arrangement for invoicing and collection...." should this actually read "If Customer exercises this option, Customer shall promptly notify Contractor in writing...?"

State Response: Answer shall be forthcoming in a subsequent Solicitation Amendment.

All other instructions, terms and conditions remain unchanged.



AMENDMENT NO. 2

The RFP has been changed in accordance with the following:

1) The Pre-Offer Conference shall be held on Tuesday, October 4, 2005, from 2:00 to 4:00 PM MST. The Conference will be held at the Arizona Department of Administration, 100 N. 15th Ave., Suite 104, Phoenix AZ 85007. Conf. Room 300.

All other instructions, terms, conditions and requirements remain unchanged.

AMENDMENT NO. 1

The RFP has been changed in accordance with the following:

1) RFP Description has been changed.

2) Commodity Code associated with the Line Item in the Price Sheet has been changed.

All other instructions, terms, conditions and requirements remain unchanged.



Solicitation Number: EPS060014
Solicitation Name: Telecommunications Carrier Services
Procurement Officer: James Scarboro

Document Name: Solicitation Attachment – Offer Bond

Offeror Name: [Offeror Response](#)

1. Offer Bond Sample

KNOWN TO ALL PERSONS BT THESE PRESENTS:

THAT, [Offeror Response](#) (hereafter called the "Principle"), as Principle, and [Offeror Response](#), a corporation organized and existing under the laws of the State of [Offeror Response](#) with its principle office in the city of [Offeror Response](#) (hereafter called the "Surety"), as Surety, are held and firmly bound unto the State of Arizona, (hereafter called the "Obligee" in the amount of \$ [Offeror Response](#) (US Dollars), for the payment whereof, the Principle and Surety bind themselves and their heirs, administrators, executors, successors assigns, jointly and severable firmly by these presents.

WHEREAS, THE Principle has submitted an Offer in response to State Solicitation [Offeror Response](#).

NOW, THEREFORE, if the Obligee shall accept the Offer of the Principle and the Principle shall enter into a Contract with the Obligee in accordance with the terms of such Offer, and give such bond or bonds as may be specified in the Contract with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principle to enter such Contract and give such bond and bonds, if the Principle shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in the said Offer and such larger amount for which the Obligee may in good faith acquire through another party to perform the Work covered by said Offer, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witnessed our hands this [Offeror Response](#) day of [Offeror Response](#), 20 [Offeror Response](#).

Principal

Seal

Surety

Seal

By

[<<State Input>>](#)

Agency of Record



Solicitation Number: EPS060014
Solicitation Name: Telecommunications Carrier Services
Procurement Officer: James Scarboro

Document Name: Solicitation Questionnaire No. 1 – Prices and Pricing

Offeror Name: [Offeror Response](#)

1. Solicitation Questionnaire Instructions

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire.

1.1. Questionnaire

Offerors shall complete the following questionnaire, indicating their responses in the spaces provided. Additional pages may be added so long as they are clearly referenced in the spaces provided.

1.2. Questionnaire Responses

Offerors shall indicate that they have read and understand all attachment requirements. Offerors that accept the State's requirements shall clearly indicate their acceptance, e.g., "Read, Understand and will Comply". Offerors who take exception to the State's requirements shall likewise clearly indicate their exception, e.g., "Read, Understand and Takes Exception".

1.3. Exceptions

Offerors that take exception to any term, condition or requirements shall, in the space provided, explain the reason for their exception. Additional pages may be added so long as they are clearly referenced in the spaces provided.

1.4. Acceptability of Responses

In accordance with Solicitation Instructions 2.5. Responsibility, Responsiveness and Acceptability, offers that do not include this completed questionnaire or that do include an incomplete questionnaire or that include a completed questionnaire with unacceptable responses, may cause the entire offer to be deemed unacceptable and therefore non-responsive.

1.5. Prices and Pricing

Contractor shall comply with the following instructions regarding their proposed Prices and Pricing.

1.5.1. Pricing Schedule

Offerors shall complete the following Pricing Schedule spreadsheet for all Products and Services, in all Geographic Areas applicable, including the same data in the Contract Attachment included herein.

1.5.2. Prices and Pricing Method of Approach

Offerors shall use this section to describe their prices and pricing approach, how they've arranged their prices herein and why their pricing is advantageous to the State.

1.5.3. Pricing Terms

Offeror shall include all pricing terms for their respective Service plans, including the same data in the Contract Amendment included herein.

1.5.4. Sample Order Pricing



Offerors shall complete the following Sample Order Pricing spreadsheet for all Products and Services, in all Geographic Areas applicable.

RESPONSES TO : Solicitation Questionnaire No. 1 – Prices and Pricing

1.5.1. Pricing Schedule



C:\Documents and
Settings\ADSCARJ\De

1.5.2. Prices and Pricing Method of Approach

[Offeror Response](#)

1.5.3. Pricing Terms

[Offeror Response and Associated Contract Language](#)

1.5.4. Sample Order Pricing



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Settings\ADSCARJ\De



Solicitation Number: EPS060014
Solicitation Name: Telecommunications Carrier Services
Procurement Officer: James Scarboro

Document Name: Solicitation Questionnaire No. 2 – Contract Terms, Conditions and Attachments

Offeror Name: [Offeror Response](#)

1. Solicitation Questionnaire Instructions

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire.

1.1. Questionnaire

Offerors shall complete the following questionnaire, indicating their responses in the spaces provided. Additional pages may be added so long as they are clearly referenced in the spaces provided.

1.2. Questionnaire Responses

Offerors shall indicate that they have read and understand all terms, conditions and requirements. Offerors that accept the State's term, condition or requirement shall clearly indicate their acceptance., e.g., "Read, Understand and will Comply". Offerors who take exception to the State's term, condition or requirement shall likewise clearly indicate their exception, e.g., "Read, Understand and Takes Exception".

1.3. Exceptions

Offerors that take exception to any term, condition or requirement, in the space provided, explain the reason for their exception as well as proposing any changes to the State's language with a marked-up copy of the clause in question, with the offeror's suggested changes clearly indicated. In such cases, the offeror shall replace the State's term, condition or requirement with their changed version, within the appropriate location in the proposed contract documents.

1.4. Acceptability of Responses

In accordance with Solicitation Instructions 2.5. Responsibility, Responsiveness and Acceptability, offers that do not include this completed questionnaire or that do include an incomplete questionnaire or that include a completed questionnaire with unacceptable responses, may cause the entire offer to be deemed unacceptable and therefore non-responsive.



2. Contract Terms and Conditions

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

2.1 Objectives

In this section of the RFP, the State seeks to 1) Compliance with Terms and Conditions.

2.2 Further Instructions

None.

RESPONSES TO : Contract Terms and Conditions, and all Contract Attachments	
1.	Contract Interpretation
	Offeror Response
1.1.	Offer and Acceptance
	Offeror Response
1.2.	Definitions
	Offeror Response
1.3.	Authority to Contract
	Offeror Response
1.4.	Customers
	Offeror Response
1.4.1.	Mandatory Customers
	Offeror Response
1.4.2.	Permissive Customers



[Offeror Response](#)

1.5. Non-Exclusivity

[Offeror Response](#)

1.6. Type

[Offeror Response](#)

1.7. Contract Term

[Offeror Response](#)

1.8. Quantities

[Offeror Response](#)

1.9. Jurisdiction

[Offeror Response](#)

1.10. Order of Precedence

[Offeror Response](#)

1.11. Relationship of Parties

[Offeror Response](#)

1.12. Implied Terms

[Offeror Response](#)

1.13. Severability

[Offeror Response](#)

1.14. Parole Evidence

[Offeror Response](#)

1.15. Waiver

[Offeror Response](#)

1.16. Clarifications

[Offeror Response](#)

2. Scope of Work



[Offeror Response](#)

2.1. Products and Services

[Offeror Response](#)

2.2. Ownership

[Offeror Response](#)

2.3. Intellectual Property

[Offeror Response](#)

2.4. Quality

[Offeror Response](#)

2.4.1. Warranty

[Offeror Response](#)

2.4.2. Service Levels

[Offeror Response](#)

2.4.3. Year 2000

[Offeror Response](#)

3. Prices and Pricing

[Offeror Response](#)

3.1. Discounts

[Offeror Response](#)

3.2. Applicable Taxes

[Offeror Response](#)

3.3. Federal Excise Tax

[Offeror Response](#)

4. Operations

[Offeror Response](#)

4.1. Ordering Process

[Offeror Response](#)

4.2. Quote Request



[Offeror Response](#)

4.3. Purchase Orders

[Offeror Response](#)

4.4. Delivery

[Offeror Response](#)

4.5. Acceptance

[Offeror Response](#)

4.6. Billing and Payments

[Offeror Response](#)

4.7. Nonconforming Tender

[Offeror Response](#)

4.8. Dispute Resolution

[Offeror Response](#)

5. Administration

[Offeror Response](#)

5.1. Amendments

[Offeror Response](#)

5.1.1. Term Extensions

[Offeror Response](#)

5.1.2. Changes, Products and Services

[Offeror Response](#)

5.1.3. Price Adjustment

[Offeror Response](#)

5.1.3.1. Benchmarking

[Offeror Response](#)

5.1.3.2. Decreases

[Offeror Response](#)

5.1.3.3. Increases



[Offeror Response](#)

5.1.4. Demand for Assurance

[Offeror Response](#)

5.1.5. Temporary Suspension

[Offeror Response](#)

5.1.6. Claims

[Offeror Response](#)

5.1.7. Right of Offset

[Offeror Response](#)

5.1.8. Termination

[Offeror Response](#)

5.1.8.1. Default

[Offeror Response](#)

5.1.8.2. Conflict of Interest

[Offeror Response](#)

5.1.8.3. Gratuities

[Offeror Response](#)

5.1.8.4. Suspension or Debarment

[Offeror Response](#)

5.1.8.5. Convenience

[Offeror Response](#)

5.1.8.6. Availability of Funds

[Offeror Response](#)

5.1.8.6.1. Current State Fiscal Year

[Offeror Response](#)

5.1.8.6.2. Next State Fiscal Year

[Offeror Response](#)

5.1.8.7. Continuation of Performance beyond Expiration or Termination



[Offeror Response](#)

5.1.8.7.1. Continuation of Contractor's Representations and Warranties

[Offeror Response](#)

5.1.8.7.2. Continuation of Orders

[Offeror Response](#)

5.1.8.8. Arbitration

[Offeror Response](#)

5.1.8.9. Non-Exclusive Remedies

[Offeror Response](#)

5.2. General

[Offeror Response](#)

5.2.1. Notices

[Offeror Response](#)

5.2.2. Key Personnel

[Offeror Response](#)

5.2.3. Subcontracts and Subcontractors

[Offeror Response](#)

5.2.4. Assignments and Delegations

[Offeror Response](#)

5.2.5. Records

[Offeror Response](#)

5.2.6. Licenses

[Offeror Response](#)

5.2.7. Security

[Offeror Response](#)

5.2.8. Audit

[Offeror Response](#)

5.2.9. Facilities Inspection and Materials Testing



[Offeror Response](#)

5.2.10. Confidentiality (End-users)

[Offeror Response](#)

5.2.11. Confidentiality of Records

[Offeror Response](#)

5.2.12. Offshore Performance of Work Prohibited

[Offeror Response](#)

5.2.13. Advertising and Promotion of Contract

[Offeror Response](#)

5.2.14. Non-discrimination

[Offeror Response](#)

5.2.15. Compliance with Applicable Laws

[Offeror Response](#)

5.2.16. Risk and Liabilities

[Offeror Response](#)

5.2.16.1. Risk of Loss

[Offeror Response](#)

5.2.16.2. Indemnification

[Offeror Response](#)

5.2.16.3. Patent and Copyright

[Offeror Response](#)

5.2.16.4. Force Majeure

[Offeror Response](#)

5.2.16.5. Third Party Antitrust Violations

[Offeror Response](#)

5.2.16.6. Performance Bond

[Offeror Response](#)

5.2.16.7. Safety Standards



[Offeror Response](#)

5.2.16.8. Insurance

[Offeror Response](#)



3. Contract Attachment 1.1. Offer and Acceptance Form

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

3.1. Objectives

In this section of the RFP, the State seeks to 1) Compliance with the Attachment Requirements.

3.2. Further Instructions

None.

3.3. Offer and Acceptance Form

Offerors shall fill out their respective portion of the Offer and Acceptance Form included herein. This information will be identical to the Offer Form in SPIRIT.

RESPONSES TO: Contract Attachment 1.1. Offer and Acceptance Form	
3.4. Offer and Acceptance Form	
Offeror Response	



4. Contract Attachment 1.2. Definitions

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

4.1. Objectives

In this section of the RFP, the State seeks to 1) Compliance with the Attachment Requirements.

4.2. Further Instructions

None.

RESPONSES TO: Contract Attachment 1.2. Definitions
Contract Attachment 1.2. Definitions
Offeror Response



5. Contract Attachment 2.1. Products and Services

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

5.1. Objectives

In this section of the RFP, the State seeks to 1) Compliance with Terms and Conditions; 2) Ubiquitous services throughout and across the Geographic Areas; 3) Flexible full-service solutions that will evolve to include changing technologies and next generation networks; and 4) Offeror partnerships that result in greater capacities statewide.

5.2. Offeror Consortiums

Offerors shall indicate all Products and Services, and corresponding Geographic Areas they now serve. As greater offerings of both Products and Services as well as Geographic Areas served, represent greater advantage to the State, Offeror's may consider pooling their resources and respective capacities to broaden their Offer and any resulting Contract award.

5.3. Transport Neutral

The transport mechanism (wired, wireless, etc. or a combination of) utilized to deliver Services shall be at the Offerors discretion. The critical measurement is adherence and conformance of the provisioned Service to the Contracted SLAs, adopted industry standards, and appropriately differentiated Quality of Service (QoS).

RESPONSES TO: Contract Attachment 2.1. Products and Services	
1. Products and Services	
Offeror Response	
1.1. Products Available under the Contract	
Offeror Response	
1.1.1. Excluded Products	
Offeror Response	
1.2. Services Available under the Contract	
Offeror Response	
1.2.1. Excluded Services	
Offeror Response	
1.3. Product and Service Categories	
Offeror Response	
1.3.1. Category One – Regulated Transport Services	
Offeror Response	
Products and Services	Products and Services
Trunk Lines (Analog/digital, DS0, 1, 3) (includes ISDN PRI trunks,DSS, Centrex)	Offeror Response with corresponding language in the Contract Attachment
Tie Lines (Analog/digital, DS0, 1, 3)	Offeror Response with corresponding language in the Contract



	Attachment
Dedicated (Channelized / Clear Channel) Circuits (Analog/digital, DS0, 1, 3)	Offeror Response with corresponding language in the Contract Attachment
SONET Transport (DS-3, OC3-48)	Offeror Response with corresponding language in the Contract Attachment
1.3.2. Category Two – Unregulated Transport Services	
Products and Services	Products and Services
Frame Relay PVC services at guaranteed CIR's	Offeror Response with corresponding language in the Contract Attachment
Frame Relay SVC services (VCC/VCP)	Offeror Response with corresponding language in the Contract Attachment
Permanent Virtual Circuit (PVC) Services (DS1-3 and OC3-192)	Offeror Response with corresponding language in the Contract Attachment
Switched Virtual Circuit (SVC) Services (DS1-3 and OC3-192)	Offeror Response with corresponding language in the Contract Attachment
ISDN (BRI and PRI) Circuits	Offeror Response with corresponding language in the Contract Attachment
Broadband (Cable-based, Wireless-based, xDSL)	Offeror Response with corresponding language in the Contract Attachment
ATM	Offeror Response with corresponding language in the Contract Attachment
Point to Point and Point to Multi-point Ethernet Services	Offeror Response with corresponding language in the Contract Attachment
MPLS, MPLS Peering (inter-provider carrier to carrier)	Offeror Response with corresponding language in the Contract Attachment
xWDM	Offeror Response with corresponding language in the Contract Attachment
Lease of dark fiber, managed Fiber	Offeror Response with corresponding language in the Contract Attachment
Products and Services	Products and Services
1.3.3. Category Three – Unregulated Value-Added Services	
Long distance out-bound voice services, on-net and off-net, intra-lata, inter-lata or international, calling/credit card	Offeror Response with corresponding language in the Contract Attachment
Long distance in-bound voice services, 800, 888 or 877 services	Offeror Response with corresponding language in the Contract Attachment
Tier-1 Internet Access (does not include transport/circuit charges)	Offeror Response with corresponding language in the Contract Attachment
Local Internet Access (does not include transport/circuit charges)	Offeror Response with corresponding language in the Contract Attachment
Messaging Services, including Voice Mail, Voice Messaging, Integrated Voice Response (IVR), Automated Call Distribution (ACD)	Offeror Response with corresponding language in the Contract Attachment
Language Translation Services	Offeror Response with corresponding language in the Contract Attachment
Operator-based services	Offeror Response with corresponding language in the Contract Attachment
Audio Multi-Conferencing Unit (MCU) Bridging Services	Offeror Response with corresponding language in the Contract Attachment
Store and Forward MPEG 1 and MPEG 2 Services	Offeror Response with corresponding language in the Contract Attachment
IP Multicast Services (H.323, etc.)	Offeror Response with corresponding language in the Contract Attachment
Multi-Conferencing Unit (MCU) Services (H.320, H.323, H.324, T-120, etc.)	Offeror Response with corresponding language in the Contract Attachment
Access Server (Modem Pool) Services	Offeror Response with corresponding language in the Contract Attachment
"Carrier Hotel" facilities and services, including co-location services, eXchange facilities and access to major fiber routes	Offeror Response with corresponding language in the Contract Attachment



and urban local loop fiber rings			
1.4. Geographic Areas			
Products and Services	Products and Services		
Apache County	Offeror Response with corresponding language in the Contract Attachment		
Cochise County	Offeror Response with corresponding language in the Contract Attachment		
Coconino County	Offeror Response with corresponding language in the Contract Attachment		
Gila County	Offeror Response with corresponding language in the Contract Attachment		
Graham County	Offeror Response with corresponding language in the Contract Attachment		
Greenlee County	Offeror Response with corresponding language in the Contract Attachment		
La Paz County	Offeror Response with corresponding language in the Contract Attachment		
Maricopa County	Offeror Response with corresponding language in the Contract Attachment		
Mohave County	Offeror Response with corresponding language in the Contract Attachment		
Navajo County	Offeror Response with corresponding language in the Contract Attachment		
Pima County	Offeror Response with corresponding language in the Contract Attachment		
Pinal County	Offeror Response with corresponding language in the Contract Attachment		
Santa Cruz County	Offeror Response with corresponding language in the Contract Attachment		
Yavapai County	Offeror Response with corresponding language in the Contract Attachment		
Yuma County	Offeror Response with corresponding language in the Contract Attachment		
1.5. Product and Service Categories by Geographic Area. Offerors shall place an 'X' in the cell corresponding to the to the Geographic Area and Products and Services Categories they serve.			
Geographic Area	Category One – Regulated Transport Services	Category Two – Unregulated Transport Services	Category Three – Unregulated Value-Added Services
Apache County	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment
Cochise County	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment
Coconino County	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment
Gila County	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment
Graham County	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment
Greenlee County	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment
La Paz County	Offeror Response with	Offeror Response with	Offeror Response with



	corresponding language in the Contract Attachment	corresponding language in the Contract Attachment	corresponding language in the Contract Attachment
Maricopa County	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment
Mohave County	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment
Navajo County	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment
Pima County	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment
Pinal County	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment
Santa Cruz County	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment
Yavapai County	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment
Yuma County	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment	Offeror Response with corresponding language in the Contract Attachment
1.6. Supplementing Products and Services			
Offeror Response			
1.7. Expanding Geographic Availability			
Offeror Response			
5.2. Offeror Consortiums			
Offeror Response			
5.3. Transport Neutral			
Offeror Response			



6. Contract Attachment 2.4.1. Warranty

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

6.1. Objectives

In this section of the RFP, the State seeks to 1) Compliance with the Attachment Requirements.

6.2. Further Instructions

None.

RESPONSES TO: Contract Attachment 2.4.1. Warranty	
1.	Warranty
Offeror Response	
1.1.	Liens
Offeror Response	
1.2.	Fitness
Offeror Response	
1.3.	Inspection and Testing
Offeror Response	



7. Contract Attachment 2.4.2. Service Levels

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

7.1. Objectives

In this section of the RFP, the State seeks to 1) Compliance with the Attachment Requirements; 2) Enforceable, realistic SLAs that allow the State to track Service and service levels; 3) A comprehensible process to allow Ordering Entities to easily inform the Contract Administrator of all Claims; 4) End-to-end SLAs that meet the needs of the State; and 5) SLAs that focus on addressable issues such as minimizing repair time

7.2. Further Instructions

None.

RESPONSES TO: Contract Attachment 2.4.2. Service Levels
1. Service Level Agreement
Offeror Response
1.1. Service Level Nonperformance – Liquidated and Other Damages
Offeror Response
1.2. Service Level Nonperformance – Root Cause Analysis and Remediation
Offeror Response
1.3. Service Level Nonperformance – Chronic
Offeror Response
1.4. Monitoring and Re-Routing
Offeror Response
1.5. Standards Compliance
Offeror Response
1.6. Service Provisioning SLAs (After acceptance of Valid CS order)
Offeror Response
1.7. Billing and Payment (B/P) SLAs
Offeror Response
1.8. Repair and Escalation (R/E) SLAs (7 by 24 by 365 basis)
Offeror Response
1.9. Maximum Travel Time by County



[Offeror Response](#)

1.10. Up-time (Up) SLAs

[Offeror Response](#)



8. Contract Attachment 3.0. Prices and Pricing

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

8.1. Objectives

In this section of the RFP, the State seeks to 1) Compliance with the Attachment Requirements.

8.2. Prices and Pricing Schedule and associated Pricing Terms

Offerors shall complete the embedded Excel Spreadsheet with all applicable prices and pricing combinations. Offerors shall reference all applicable plans and plan provisions and list all of their respective terms in the Contract Attachment.

RESPONSES TO: Contract Attachment 3.0. Prices and Pricing	
1.	Prices and Pricing
Offeror Response	
1.1.	Prices and Pricing Schedule
Offeror Response with corresponding language in the Contract Attachment	
1.2.	Pricing Terms
Offeror Response with corresponding language in the Contract Attachment	



9. Contract Attachment 4.1. Ordering Process

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

9.1. Objectives

In this section of the RFP, the State seeks to 1) Compliance with the Attachment Requirements.

9.2. Further Instructions

None.

RESPONSES TO: Contract Attachment 4.1. Ordering Process	
1.	Ordering Process
Offeror Response	
1.1.	Quote Request



[Offeror Response](#)

1.2. Orders

[Offeror Response](#)

1.2.1. Customer Provided Equipment and Facilities

[Offeror Response](#)

1.3. Order Acknowledgement

[Offeror Response](#)

1.4. Order Acceptance

[Offeror Response](#)

1.5. Order Notification

[Offeror Response](#)

1.6. Order Implementation

[Offeror Response](#)

1.7. Inspection of all Major Services Implementations

[Offeror Response](#)

1.8. Acceptance Testing of all Major Services Implementations

[Offeror Response](#)

1.9. Order Modification or Cancellation

[Offeror Response](#)

1.9.1. Modification or Cancellation prior to Order Acceptance

[Offeror Response](#)

1.9.2. Modification or Cancellation after Order Acceptance

[Offeror Response](#)



10. Contract Attachment 4.2. Quote Request

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

10.1. Objectives

In this section of the RFP, the State seeks to 1) Compliance with the Attachment Requirements.

10.1. Further Instructions

None.

RESPONSES TO: Contract Attachment 4.2. Quote Request	
1.	Contract Quotes
Offeror Response	
1.1.	Quote Request Recipient
Offeror Response	
1.2.	Quote Request Form
Offeror Response	
1.2.1.	E-Rate Availability
Offeror Response	
1.3.	Extra-contractual Products and Services Prohibited
Offeror Response	
1.4.	Sample Order Form
Offeror Response with corresponding language in the Contract Attachment	



11. Contract Attachment 4.3. Purchase Orders

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

11.1. Objectives

In this section of the RFP, the State seeks to 1) Compliance with the Attachment Requirements.

11.2. Sample Purchase Order

Offeror shall include a sample Purchase Order in accordance with the requirements set forth herein.

RESPONSES TO: Contract Attachment 4.3. Purchase Orders	
1.	Purchase Orders
Offeror Response	
1.1.	Order Recipient
Offeror Response	
1.2.	Order Form
Offeror Response	
1.1.	Extra-contractual Products and Services Prohibited
Offeror Response	
1.3.	Sample Order Form
Offeror Response with corresponding language in the Contract Attachment	



12. Contract Attachment 4.6. Billing and Payments

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

12.1. Objectives

The State seeks 1) Compliance with the Attachment Requirements; 2) Electronic format billing with enough detail for rebilling / pass-through billing and web-based access to invoices; 3) A detailed billing dispute process; and 4) A thorough payment process

12.2. Sample Invoice

Offeror shall, in the spaces provided or in an Exhibit referenced in the space provided, a sample Invoice in accordance with the requirements set forth herein. Include web-site address to view and query samples of electronic invoicing.

RESPONSES TO: Contract Attachment 4.6. Billing and Payments	
1.	Billing and Payments
Offeror Response	
1.1.	Billing and Payment Periods
Offeror Response	
1.2.	Billing Address
Offeror Response	
1.3.	Billing Media
Offeror Response	
1.4.	Billing Detail
Offeror Response	
1.5.	Billing Pro-Rated Services
Offeror Response	
1.6.	Billing SLA Affected Services
Offeror Response	
1.7.	Billing Adjustments
Offeror Response	
1.8.	Billing Disputes
Offeror Response	
1.9.	Billing Agent



[Offeror Response](#)

1.10. Billing Availability

[Offeror Response](#)

1.11. Billing and Payment data

[Offeror Response](#)

1.12. Electronic Billing Data and Associated Software Packages

[Offeror Response](#)

12.2. Sample Invoice

[Offeror Response with corresponding language in the Contract Attachment](#)



13. Contract Attachment 4.8. Dispute Resolution

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

13.1. Objectives

The State seeks 1) Compliance with the Attachment Requirements.

13.2. Further Instructions

None.

RESPONSES TO: Contract Attachment 4.8. Dispute Resolution
1. Dispute Resolution
Offeror Response
1.1. Trouble Tickets
Offeror Response
1.2. Trouble Ticket Acknowledgement
Offeror Response
1.3. Trouble Ticket Resolution
Offeror Response
1.4. Unresolved Trouble Tickets
Offeror Response
2. Billing Dispute Resolution
Offeror Response
2.1. Billing Adjustments
Offeror Response
2.2. Billing Disputes
Offeror Response



14. Contract Attachment 5. Contract Administration

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

14.1. Objectives

The State seeks 1) Compliance with the Attachment Requirements.

14.2. Sample Usage Report

Offeror shall, in the spaces provided or in an Exhibit referenced in the space provided, provide a sample Usage Report in accordance with the requirements set forth herein.

RESPONSES TO: Contract Attachment 5. Contract Administration
1. Contract Administration
Offeror Response
1.1. Contract Transition
Offeror Response
1.2. Current Customers
Offeror Response
1.3. Transition Period
Offeror Response
1.4. Transition Liability
Offeror Response
2. Contract File



[Offeror Response](#)

2.1. Solicitation Documents

[Offeror Response](#)

2.2. Contract Amendment Documents

[Offeror Response](#)

2.3. Contract Correspondences

[Offeror Response](#)

2.4. Usage Reports and Documents

[Offeror Response](#)

2.5.1. State Summary

[Offeror Response](#)

2.5.2. Cooperative Member Summary

[Offeror Response](#)

2.5.3. Geographic Volumes

[Offeror Response](#)

2.5.4. Compliance and Performance

[Offeror Response](#)

2.5.5. Benefits Realization

[Offeror Response](#)

3. Performance Management



[Offeror Response](#)

3.1. Annual and Semi-annual Meetings

[Offeror Response](#)

3.2. Issue and Problem Resolution

[Offeror Response](#)

3.3. Responsibility Documentation

[Offeror Response](#)

14.2. Sample Usage Report

[Offeror Response](#)



15. Contract Attachment 5.3.2. Key Personnel

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

15.1. Objectives

The State seeks 1) Compliance with the Attachment Requirements.

15.2. Further Instructions

Offeror shall, in the spaces provided in the Contract Attachment or in an Exhibit referenced in the space provided in the Contract Attachment, provide the names and contact information for all Key Personnel. Offerors may add additional spaces in the Contract Attachment to list all applicable Key personnel. In the space provided here, Offerors shall describe the experience and expertise their proposed Key Personnel, and how their involvement will benefit the State under any resulting Contract.

RESPONSES TO: Contract Attachment 5.3.2. Key Personnel
1. Key Personnel
Offeror Response
1.1. Key Personnel (Contract Contact).
Offeror Response with corresponding language in the Contract Attachment
1.2. Key Personnel (Ordering – New Customers)
Offeror Response with corresponding language in the Contract Attachment
1.3. Key Personnel (Billing – Current Customers)
Offeror Response with corresponding language in the Contract Attachment
1.4. Key Personnel (Customer Service – Service Problems, Outages, SLA Issues)
Offeror Response with corresponding language in the Contract Attachment



16. Contract Attachment 5.3.3 Subcontractors

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

16.1. Objectives

The State seeks 1) Compliance with the Attachment Requirements.

16.2. List Subcontractors

Offeror shall, in the spaces provided in the Contract Attachment or in an Exhibit referenced in the space provided in the Contract Attachment, provide the names and contact information for all Subcontractors. Offerors may add additional spaces in the Contract Attachment to list all applicable Subcontractors. In the space provided here, Offerors shall describe the experience and expertise their proposed Subcontractors, and how their involvement will benefit the State under any resulting Contract.

RESPONSES TO: Contract Attachment 5.3.3 Subcontractors
1. Subcontractors
Offeror Response
1.1. Subcontractor
Offeror Response with corresponding language in the Contract Attachment
1.2. Subcontractor
Offeror Response with corresponding language in the Contract Attachment
1.3. Subcontractor
Offeror Response with corresponding language in the Contract Attachment



2. Contract Attachment 5.3.16.6. Performance Bond

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

2.1. Objectives

The State seeks 1) Compliance with the Attachment Requirements.

2.2. Further Instructions

None.

RESPONSES TO: Contract Attachment 5.3.16.6. Performance Bond
1. Performance Bond
Offeror Response



3. Contract Attachment 5.3.16.8. Insurance

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire. Offeror shall read, understand and comply with the definitions contained in this attachment.

3.1. Objectives

The State seeks 1) Compliance with the Attachment Requirements.

3.2. Further Instructions

None.

RESPONSES TO: Contract Attachment 5.3.16.8. Insurance
--



1. Insurance

[Offeror Response](#)

1.1. Insurance Indemnification Clause

[Offeror Response](#)

1.2. Insurance Requirements

[Offeror Response](#)

1.2.1. Minimum Commercial General Liability

[Offeror Response](#)

1.2.2. Minimum Automobile Liability

[Offeror Response](#)

1.3. Additional Insurance Requirements

[Offeror Response](#)

1.4. Notice of Cancellation

[Offeror Response](#)

1.5. Acceptability of Insurers

[Offeror Response](#)

1.6. Subcontractors

[Offeror Response](#)

1.7. Approval

[Offeror Response](#)

1.8. Exceptions

[Offeror Response](#)

1.9. Verification of Coverage – Certificate of Insurance

[Offeror Response](#)

1.9.1. Certificate of Insurance Form

[Offeror Response and associate Contract language and associated Form if awarded](#)



Solicitation Number: EPS060014
Solicitation Name: Telecommunications Carrier Services
Procurement Officer: James Scarboro

Document Name: Solicitation Questionnaire No. 3 – Capacity of Offeror

Offeror Name: [Offeror Response](#)

1. Solicitation Questionnaire Instructions

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire.

1.1. Questionnaire

Offerors shall complete the following questionnaire, indicating their responses in the spaces provided. Additional pages may be added so long as they are clearly referenced in the spaces provided.

1.2. Acceptability of Responses

In accordance with Solicitation Instructions 2.5. Responsibility, Responsiveness and Acceptability, offers that do not include this completed questionnaire or that do include an incomplete questionnaire or that include a completed questionnaire with unacceptable responses, may cause the entire offer to be deemed unacceptable and therefore non-responsive.

1.3. Organizational Capacity

Offerors shall describe in general their organizational capacity to support the State and its Customer under any subsequent Contract.

1.3.1. Experience in Industry

Offerors shall describe their experience in the provision of the Products and Services, throughout the Geographic Areas, as required herein.

1.3.2. Experience with Similar Customers

Offerors shall describe their experience with similar Customers in the provision of the Products and Services, throughout the Geographic Areas, as required herein.

1.3.3. Management Structure

Offerors shall describe their management structure in support of the Products and Services, throughout the Geographic Areas, as required herein.

1.3.4. Key Personnel

Offerors shall describe their Key Personnel to be used in the provision of the Products and Services, throughout the Geographic Areas, as required herein. Offerors shall provide evidence of their training, experience and performance in supporting similar Customers as anticipated under any resulting Contracts. Offeror shall also list all such Key Personnel in the applicable Contract Attachment.

1.3.5. Subcontractors

Offerors shall describe their Subcontractors to be used in the provision of the Products and Services, throughout the Geographic Areas, as required herein. Offerors shall provide evidence of their training, experience and performance in supporting similar Customers as anticipated under any resulting Contracts. Offeror shall also list all such Key Personnel in the applicable Contract Attachment.

1.3.6. E-Rate Availability



Offerors shall provide their experience in participating and supporting Customers in their participation in the FCC, USAC's E-Rate Program.

1.4. Financial Capacity

Offerors shall describe in general their financial capacity to support the State and its Customer under any subsequent Contract.

1.4.1. Audited Financial Statements

Offerors shall provide copies of audited financial statements from FY 2004 or for an earlier period.

1.4.2. Economic Outlook

Offerors shall describe their economic outlook for the next five (5) years.

1.5. Past Performance

Offerors shall describe in general their record of past performance in supporting the State and its Customer under any current or previous Contracts of this nature.

1.5.1. State of Arizona

Offerors shall describe their experience providing similar products and services to State the State of Arizona agencies, boards and commissions, including three (3) references in this regard.

1.5.2. Arizona State Purchasing Cooperative

Offerors shall describe their experience providing similar products and services to members of the Arizona State Purchasing Cooperative, including three (3) references in this regard.

1.5.3. Other State and Local Governments

Offerors shall describe their experience providing similar products and services to members of other states and local governments, including three (3) references in this regard.

1.5.4. Legal and Regulatory Actions

Offerors shall fully disclose their involvement in any legal proceedings, lawsuits or governmental regulatory actions and any contractual demands for assurance regarding their provision of similar services, pending or occurring in the last five (5) years.

1.6. Technical Capacity

Offerors shall describe in general their technical capacity to support the State and its Customer under any subsequent Contract.

1.6.1. Network Maps

Offerors shall include map of all loop and major tail circuit infrastructure within the declared geographic area with clearly distinguished demarcations between planned and existing operational facilities.

1.6.2. Network Architecture

Offerors shall describe their Network Architecture and equipment necessary to provide offered Services.

1.6.3. Unregulated Transport Services

Offerors shall describe Network Architecture and equipment necessary to provide Unregulated Transport Services.



RESPONSES TO : Solicitation Questionnaire No. 3 – Capacity of Offeror

1.3. Organizational Capacity

[Offeror Response](#)

1.3.1. Experience in Industry

[Offeror Response](#)

1.3.2. Experience with Similar Customers

[Offeror Response](#)

1.3.3. Management Structure

[Offeror Response](#)

1.3.4. Key Personnel

[Offeror Response](#)

1.3.5. Subcontractors

[Offeror Response](#)

1.3.6. E-rate Availability

[Offeror Response](#)

1.4. Financial Capacity

[Offeror Response](#)

1.4.1. Audited Financial Statements

[Offeror Response](#)

1.4.2. Economic Outlook

[Offeror Response](#)

1.5. Past Performance

[Offeror Response](#)

1.5.1. State of Arizona

[Offeror Response](#)

1.5.2. Arizona State Purchasing Cooperative

[Offeror Response](#)

1.5.3. Other State and Local Governments



[Offeror Response](#)

1.5.4. Legal and Regulatory Actions

[Offeror Response](#)

1.6. Technical Capacity

[Offeror Response](#)

1.6.1. Network Maps

[Offeror Response](#)

1.6.2. Network Architecture

[Offeror Response](#)

1.6.3. Unregulated Transport Services

[Offeror Response](#)



Solicitation Number: EPS060014
Solicitation Name: Telecommunications Carrier Services
Procurement Officer: James Scarboro

Document Name: Solicitation Questionnaire No. 4 – Solicitation Instructions

Offeror Name: [Offeror Response](#)

1. Solicitation Questionnaire Instructions

In accordance with 1.6. Further Solicitation Instructions, the following additional instructions shall apply for all responses to this questionnaire.

1.1. Questionnaire

Offerors shall complete the following questionnaire, indicating their responses in the spaces provided. Additional pages may be added so long as they are clearly referenced in the spaces provided.

1.2. Questionnaire Responses

Offerors shall indicate that they have read and understand all solicitation instructions. Offerors that accept the State's instructions shall clearly indicate their acceptance, e.g., "Read, Understand and will Comply". Offerors who take exception to the State's instructions shall likewise clearly indicate their exception, e.g., "Read, Understand and Takes Exception".

1.3. Exceptions

Offerors that take exception to any instruction shall, in the space provided, explain the reason for their exception. Additional pages may be added so long as they are clearly referenced in the spaces provided.

1.4. Acceptability of Responses

In accordance with Solicitation Instructions 2.5. Responsibility, Responsiveness and Acceptability, offers that do not include this completed questionnaire or that do include an incomplete questionnaire or that include a completed questionnaire with unacceptable responses, may cause the entire offer to be deemed unacceptable and therefore non-responsive.

RESPONSES TO : Solicitation Questionnaire No. 4 – Solicitation Instructions

I. Purpose

[Offeror Response](#)

II. Background

[Offeror Response](#)

III. Current Usage

[Offeror Response](#)

IV. Objectives

[Offeror Response](#)

i. Management



[Offeror Response](#)

ii. Flexibility

[Offeror Response](#)

iii. Technology

[Offeror Response](#)

iv. E-Rate Compliant

[Offeror Response](#)

v. Non-Recurring Charges

[Offeror Response](#)

1. Solicitation Phase One – Public Notice

[Offeror Response](#)

1.1. Duty to Examine

[Offeror Response](#)

1.2. Solicitation Amendments

[Offeror Response](#)

1.3. Electronic Documents

[Offeror Response](#)

1.4. Inquiries

[Offeror Response](#)

1.4.1. Contact Person

[Offeror Response](#)

1.4.2. Written Inquiries

[Offeror Response](#)

1.4.3. Timeliness

[Offeror Response](#)

1.4.4. No Right to Rely on Verbal Responses

[Offeror Response](#)

1.5. Pre-Offer Conference



[Offeror Response](#)

1.5.1. Persons with Disabilities

[Offeror Response](#)

1.6. Further Solicitation Instructions

[Offeror Response](#)

1.7. Submission of Offer

[Offeror Response](#)

1.7.1. Submission in SPIRIT

[Offeror Response](#)

1.7.2. Offer and Acceptance Period

[Offeror Response](#)

1.7.3. Offer Amendment or Withdrawal

[Offeror Response](#)

1.7.4. Late Offers

[Offeror Response](#)

1.7.5. Public Record

[Offeror Response](#)

1.7.6. Cost of Offer Preparation

[Offeror Response](#)

1.7.7. Offer Contents

[Offeror Response](#)

1.7.7.1. Solicitation Questionnaires

[Offeror Response](#)

1.7.7.2. Contract Documents

[Offeror Response](#)

1.7.7.3. Evidence of Intent to Be bound

[Offeror Response](#)

1.7.7.4. Provision of Tax Identification Numbers



[Offeror Response](#)

1.7.7.5. Acknowledgement of Solicitation Amendments

[Offeror Response](#)

1.7.7.6. Employee Identification

[Offeror Response](#)

1.7.7.7. Disclosure

[Offeror Response](#)

1.7.7.8. No-collusion, Employment, and Services

[Offeror Response](#)

1.7.7.9. Confidential Information

[Offeror Response](#)

2. Solicitation Phase Two – Evaluation

[Offeror Response](#)

2.1. Offer Clarifications

[Offeror Response](#)

2.2. Waiver and Rejection of Rights

[Offeror Response](#)

2.3. Evaluation

[Offeror Response](#)

2.3.1. Evaluation Criteria – Prices and Pricing

[Offeror Response](#)

2.3.1.1. Taxes

[Offeror Response](#)

2.3.1.2. Identification of Taxes in Offer

[Offeror Response](#)

2.3.1.3. Federal Excise Tax

[Offeror Response](#)

2.3.1.4. Unit Price Prevails



[Offeror Response](#)

2.3.2. Evaluation Criteria – Compliance with Terms Conditions and Attachment Requirements

[Offeror Response](#)

2.3.2.1. Exceptions

[Offeror Response](#)

2.3.3. Evaluation Criteria – Capacity of Offeror

[Offeror Response](#)

2.3.4. Evaluation Criteria – Compliance with Solicitation Instructions

[Offeror Response](#)

2.4. Minor Informalities

[Offeror Response](#)

2.5. Responsibility, Responsiveness and Acceptability

[Offeror Response](#)

3. Solicitation Phase Three – Discussions

[Offeror Response](#)

3.1. Competitive Range

[Offeror Response](#)

4. Solicitation Phase Four – Proposal Revision

[Offeror Response](#)

5. Solicitation Phase Five – Subsequent Evaluations

[Offeror Response](#)

6. Solicitation Phase Six – Contract Award

[Offeror Response](#)

6.1. Number or Types of Awards

[Offeror Response](#)

6.2. Contract Inception

[Offeror Response](#)

6.3. Effective Date



[Offeror Response](#)

6.4. Protests

[Offeror Response](#)

7. Comments Welcome

[Offeror Response](#)



EPS060014
TELECOMMUNICATIONS CARRIER SERVICES

PRE-OFFER CONFERENCE
10/4/05



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SPIRIT OVERVIEW

- GREG DWIGHT, ENTERPRISE PROCUREMENT



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BACKGROUND

- JAMES SCARBORO, ENTERPRISE PROCUREMENT
- SANDY CLANCY, TELECOM PROGRAM OFFICE



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Solicitation -----> **Proposal** -----> **Evaluation** -----> **Contract**

Solicitation Document





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Solicitation Documents



Solicitation
Instructions



Solicitation
Questionnaires



Contract
Terms & Conditions



Contract
Attachments



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-----> **Proposal**

-----> **Evaluation**

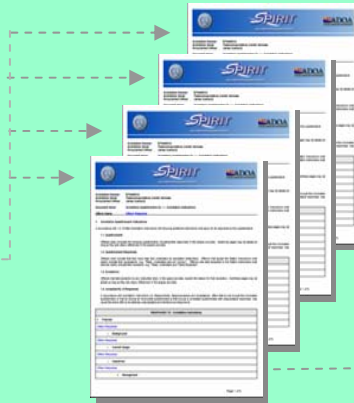
-----> **Contract**

Solicitation Documents



Solicitation Instructions

Function: Single Source of Instructions that Describe the Solicitation Process and its Rules



Solicitation Questionnaires

Function: Ask questions, capture responses, and instruct where to apply Contract language.



Contract Terms & Conditions

Function: Single Source of Contract Provisions referencing all Terms, Conditions & Requirements.



Contract Attachments

Function: Provide Operational Detail to the Contract's Requirements.



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Proposal Documents



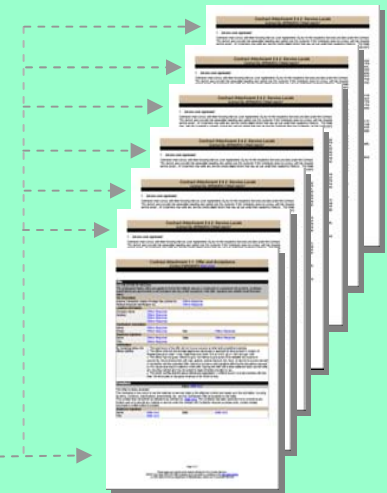
Solicitation Questionnaires

Action: Respond to all questions.



Contract Terms & Conditions

Action: Review all Terms & Conditions. Note exceptions in Questionnaire, provide any new/alt. lang.



Contract Attachments

Action: Review all Req.s. Note any exceptions in Questionnaire, provide all new/alt. lang.

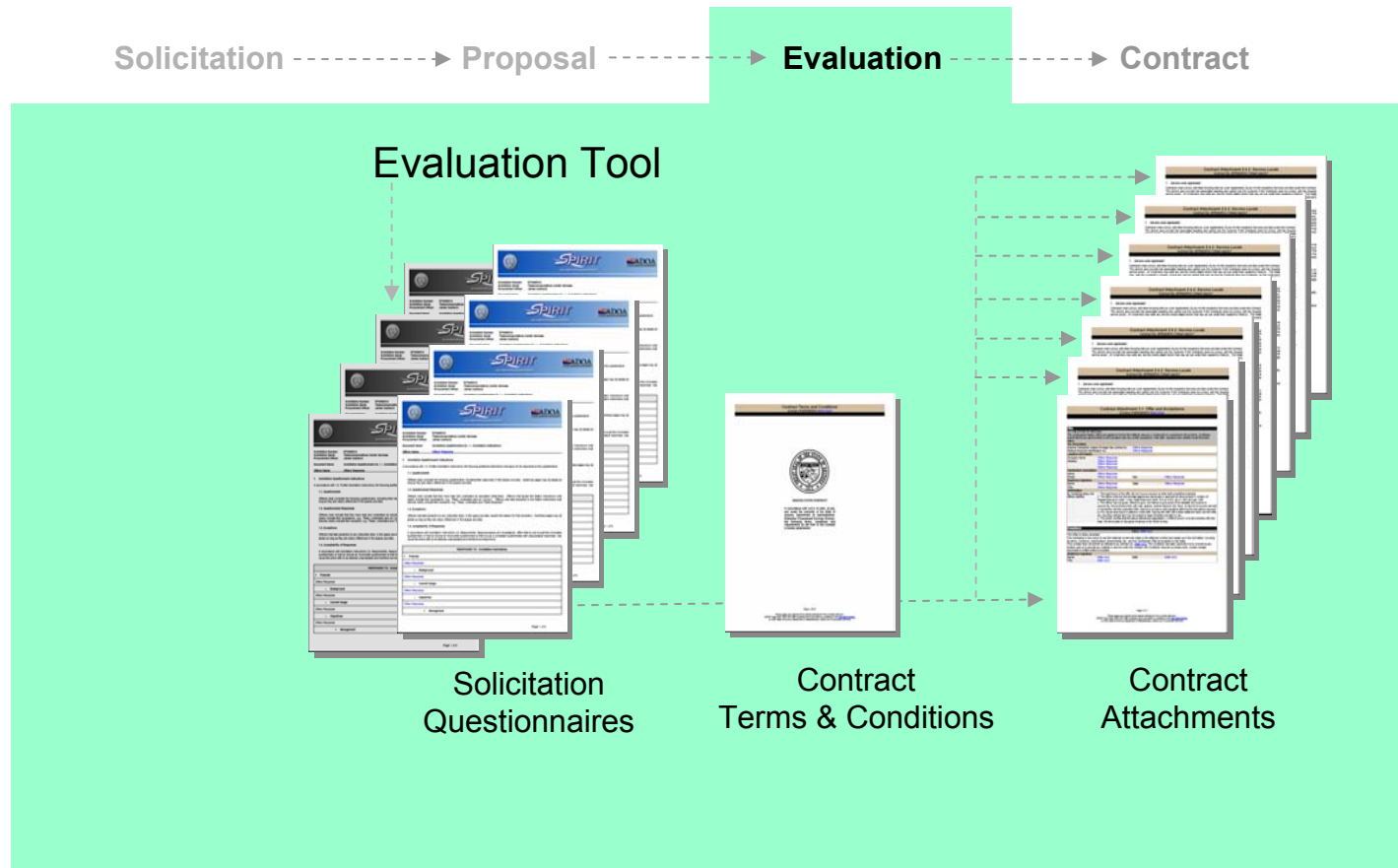


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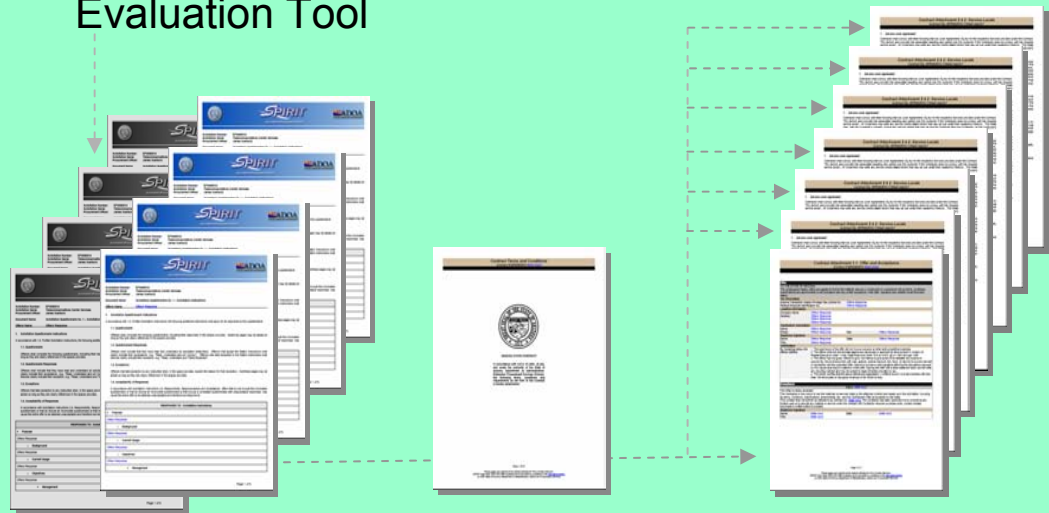
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Solicitation -----> Proposal -----> **Evaluation** -----> Contract

Evaluation Tool



Solicitation Questionnaires

Evaluating: Responses to all questions.

Contract Terms & Conditions

Evaluating: Compliance with all Terms & Conditions. Any exceptions and any new/alt. lang.

Contract Attachments

Evaluating: Compliance with all Req.s. Any exceptions and all new/alt. lang.



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Solicitation -----> Proposal -----> Evaluation -----> **Contract**

Contract Award



Solicitation Questionnaires

Contract: Questionnaire responses become a part of the Contract as an Attachment.



Contract Terms, Conditions & Attachments

Contract: Terms, Conditions and all Attachments constitute the Contract.





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Solicitation -----> Proposal -----> Evaluation -----> **Contract**

Contract Document



Contract
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Solicitation Process



Solicitation
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Contract
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QUESTIONS/ANSWERS

- JAMES SCARBORO, ENTERPRISE PROCUREMENT
- SANDY CLANCY, TELECOM PROGRAM OFFICE
- OTHERS AS NEEDED



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ADJOURNMENT

- JAMES SCARBORO
(602) 542-9122 phone
(602) 542-5508 fax
james.scarboro@azdoa.gov

Spirit Help Desk
(602) 542-7600



PRE-OFFER CONFERENCE ATTENDANCE SHEET

SOLICITATION: EPS060014
NAME: TELECOMMUNICATIONS CARRIER SERVICES
DATE: October 4, 2005
TIME: 2:00 PM MST
LOCATION: ADOA Conf. Rm. 300

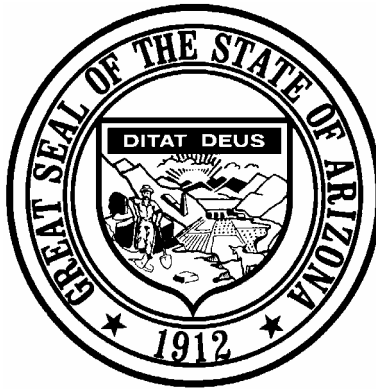
NAME (PLEASE PRINT)	POSITION/TITLE	REPRESENTING
Matt McClmonds	Sr Acct Mgr	Cox Business Services
Brad Tittle	Sr Acct Mgr	Cox Business Services
Kim Narona	Global Acct Mgr	Qwest
AL MACALUSO	MANAGER	Qwest
	Business Dev	WI-VOD
Paul Fox	Dir. Sales	TEL0IP
Toni JACKSON	SVC. CONSULTANT	MC
Tom Feuciano	SALES	ELI
LORRAINE Lenny	Sales	FRONTIER
Steve Pebley	OPERATIONS	FRONTIER.
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NAME (PLEASE PRINT)	POSITION/TITLE	REPRESENTING
Cindy Decker	Bus. Mgr.	RVLogon.com
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Dubie Hong	Pres	Strategic Technology
Brandon Ames	President	Able
Rich Nelson	Time Warner Telecom	SAE
Ron Martin	" "	VP - GM
Tull Manross	Sales	Sprint Nextel
Gray Sigler	Sales	Sprint Nextel
Mike McLean	CRO	Tecsystems
Lynda Santoro	GAM	Quest
Mike Rega	Business Development	Aspen Communications
J. HAYES	GM	Table Top
GREG DWIGHT	ME	EPS
Rhonda Thompson	Sales	Verizon
Carol Martin	Sales Engineer	Verizon
MARK DAVIS	SAM	PROVISION
Allen Wills	SAM	ProVision
ED Ruskys	SE	QUEST

Contract Terms and Conditions

Contract # EPS060014-[State Input](#)



ARIZONA STATE CONTRACT

In accordance with A.R.S. 41-2501, et seq, and under the authority of the State of Arizona, Department of Administration, Enterprise Procurement Services Division, hereby establishes the following Arizona State Contract.

Contract Terms and Conditions

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1. Contract Interpretation

The Contract shall be interpreted as provided herein.

1.1. Offer and Acceptance

Contract offer and acceptance form is as set forth herein. See [Contract Attachment 1.1. Offer and Acceptance Form](#).

1.2. Definitions

Definitions of terms used in the Contract are as set forth herein. See [Contract Attachment 1.2. Definitions](#).

1.3. Authority to Contract

The Contract is issued under the authority of the Procurement Officer designated herein.

1.4. Customers

The Contract shall be available for use by the following Customers.

1.4.1. Mandatory Customers

The Contract is for the exclusive use of all Arizona State agencies, boards and commissions (Agencies). See <http://www.azeps.az.gov/ProcurementPartners/index.htm>.

1.4.2. Permissive Customers

In accordance with ARS 41-2642, et seq., the Contract is also available for use by all members of the Arizona State Procurement Cooperative (Cooperative Members). See <http://www.azeps.az.gov/ProcurementPartners/index.htm>.

1.5. Non-Exclusivity

The Contract is for the sole convenience of the State. State shall obtain like supplies and/or services from other sources and authorize off-contract purchases as it determines necessary. Such determinations shall be made at the discretion of the State or its authorized delegate. Off-contract authorization shall be granted as provided for under the Arizona Procurement Code.

1.6. Type

In accordance with R2-7-363(C), the Contract shall be Fixed-price with price adjustment.

1.7. Contract Term

The term of the Contract shall commence [State Input](#) and shall remain in effect for a term of three (3) years, unless terminated, canceled or extended as otherwise provided herein. At its option, the State may unilaterally extend the Contract for additional periods of time such that the initial term and all subsequent extensions do not exceed five (5) years in length.

1.8. Quantities

The quantities of supplies and services available under the contract are considerable but indefinite.

1.9. Jurisdiction

The Contract shall be subject to the Laws of the State of Arizona, and where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

1.10. Order of Precedence

In the event of a conflict in language in the Contract, the following order or precedence shall apply; 1) Contract Terms and Conditions, as amended; 2) Attachments, as amended; 3) completed Solicitation Questionnaires, as revised; and 4) Exhibits, as amended.

1.11. Relationship of Parties

Contractor is an independent contractor. Neither party to the Contract shall be deemed to be the employee or agent of the other party to the Contract.

1.12. Implied Terms

Each provision of law and any terms required by law to be in the Contract are a part of the Contract as if fully stated in it.

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1.13. Severability

The provisions of the Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

1.14. Parole Evidence

The Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

1.15. Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

1.16. Clarifications

The State shall clarify the Contract in writing as necessary, and such written clarification shall govern in case of conflict with the applicable terms and conditions or attachment requirements. In all other matters not affected by the written clarification, if any, the Contract as amended shall govern.

2. Scope of Work

The Contract for shall be for Telecommunications Carrier Services includes the Products and Services and as defined herein.

2.1. Products and Services

Contractor shall provide all products and services as described herein. See **Contract Attachment 2.1. Products and Services.**

2.2. Ownership

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

2.3. Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ('Intellectual Property'), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

2.4. Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be off a quality to pass without objection in the trade under the Contract description; fit for the intended purposes for which the materials are used; within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units; adequately contained, packaged and marked as the Contract may require; and conform to the written promises or affirmations of fact made by the Contractor.

2.4.1. Warranty

Contractor shall comply with all warranty requirements set forth herein. See **Contract Attachment 2.4.1. Warranty.**

2.4.2. Service Levels

Contractor shall comply with all service level requirements set forth herein. See **Contract Attachment 2.4.2. Service Levels.**

2.4.3. Year 2000

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Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

3. Prices and Pricing

Contractor shall comply with all prices and pricing requirements set forth herein. See Contract Attachment 3. Prices and Pricing.

3.1. Discounts

Contractor shall offer volume discounts. Volume discounts shall be offered cumulatively Statewide and may also be applied per purchase order and/or cumulatively per customer agency. Volume discounts shall be defined and applied as follows: Purchase order volume discounts shall be an additional discount applied to an individual purchase order over a dollar amount determined by the Contractor. Cumulative agency volume discounts shall be additional discounts applied to all future orders made by an Ordering Entity once an established volume has been met by that Ordering Entity. Cumulative statewide volume discounts shall be additional discounts applied to all future orders once an established volume has been met under this contract for all orders. Contractors are encouraged to offer any and all types of discounts, rebates, special pricing, etc., that will result in reduced pricing to contract users. Additional discounts are encouraged and offered discounts may be considered in determining award. Contractors shall offer discounts based on the multiple order of a single title or mixed title books to one location. Term discounts shall be provided for each Service Category that the Contractor offers as a discount percentage off price. This term discount shall be based solely on the total number of months of Contract Term for an individual Order. This Term Discount (for each Service Category) shall be delivered by the Contractor to all Ordering Entities under this Contract at the time that each Ordering Entity purchases carrier services from the Contractor. The only acceptable additions to this pricing structure are applicable taxes.

3.2. Applicable Taxes

Contractor shall be responsible for paying all applicable taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the Customer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

3.3. Federal Excise Tax

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

4. Operations

Contractor shall receive, quote, accept and provide all products and services purchased under the Contract in accordance with the following.

4.1. Ordering Process

Contractor shall comply with all ordering process requirements set forth herein. See Contract Attachment 4.1. Ordering Process.

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4.2. Quote Request

Contractor shall comply with all quote request requirements set forth herein. See **Contract Attachment 4.2. Quote Request.**

4.3. Purchase Orders

Contractor shall comply with all purchase order requirements set forth herein. See **Contract Attachment 4.3. Purchase Orders.**

4.4. Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination

4.5. Acceptance

Upon commencement of services, the Customer shall determine whether all delivered Services meet the applicable Product and Services specifications and quality requirements established herein. Unless otherwise agreed upon in writing between the Customer and the Contractor, the Customer shall, within thirty (30) days from the date of the Contractor's invoice, issue a written notice of acceptance, partial acceptance or rejection of the Services. If such a notice is not issued in the given timeframe, such Service shall be deemed accepted. No payment shall be made for any Services until the Customer has accepted the Services ordered

4.6. Billing and Payments

Contractor shall comply with all usage reports requirements set forth herein. See **Contract Attachment 4.6. Billing and Payments.**

4.7. Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

4.8. Dispute Resolution

Contractor shall comply with all disputes resolution requirements set forth herein. See **Contract Attachment 4.8. Dispute Resolution.**

5. Administration

Contractor shall comply with all contract administration requirements set forth herein. See **Contract Attachment 5. Contract Administration.**

5.1. Amendments

Notwithstanding any other references hereto, the Contract may be modified only through a bilateral Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the State in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. The State may unilaterally amend and/or revise the Contract to update certain Attachments herein that apply to information subject to periodic changes that do not directly affect the Scope of the Contract such as but not limited to Contact Personnel and Eligible Customers. Contract amendments shall be effective as of the date of the executed amendment unless otherwise stipulated therein

5.1.1. Term Extensions

It shall be the State's option to unilaterally extend the Contract beyond this initial term for two (2) additional one (1) year terms, or any other shorter or longer periods, such that the total aggregate contract term does not exceed five (5) years in length. In the event the State exercises its option to extend the contract, all terms, conditions and provisions of the original contract shall remain the same and apply during the extended term.

5.1.2. Changes, Products and Services

The State, at its sole discretion may allow new products announced by manufactures represented on the Contract to be incorporated. The request may be submitted at any time during the Contract's term and shall be supplemented with the following information. Failure to supply any of the following information with the request shall result in the State not considering the request: 1) A formal announcement from the Contractor stating that the product(s) are new and were not available at the

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time of Contract award; 2) Documentation from the manufacturer that cites the effected products by item number and description; 3) Documentation that provides clear evidence that the new products are those that are within an established contract group. No other products will be allowed; 4) Documentation that states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved and that will be sold at the existing discount (percents %) from list price as existing products. Approval shall be in the form of a Contract Amendment and shall become effective on the date specified in the amendment. Upon approval by the State, the Contractor shall make available all electronic and hard catalog/price list updates to all Customers at no additional cost to the State.

5.1.3. Price Adjustment

5.1.3.1. Benchmarking

The State requires that benchmarking of the services and prices of this Contract be conducted by an external consultant on a yearly basis or as mutually agreed upon by the State and Contractor. Benchmarking results shall be discussed by the State and Contractor and may result in a Price Adjustment.

5.1.3.2. Decreases

In accordance with R2-7-363(C)(1) and (2), the State may allow a price adjustment decrease at any time during the contract's term. Contractor shall offer the State a price adjustment decrease consistent with a lesser published price by the Contractor made to other customers. Contractor shall be responsible for notifying the State of any published prices that may be applicable under this requirement.

5.1.3.3. Increases

In accordance with R2-7-363(C)(1) and (2), price adjustment increases may be allowed by the State only after the Contract has been in place for at least one (1) year. Contractor shall submit all requests for price adjustment increases in writing, electronic or hard copy formats.

5.2. Remedies

5.2.1. Demand for Assurance

If the State has reason to believe that the Contractor does not intend to, is unable to perform or continue performing under this Contract, the Procurement Officer may issue a formal Demand for Assurance letter demanding written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the Contract or other rights and remedies available by law or provided by the Contract.

5.2.2. Temporary Suspension

In addition to the rights reserved in the Contract, the State may temporarily suspend the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required usage reports, insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the temporary suspension and the reasons for it to the Contractor.

5.2.3. Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

5.2.4. Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

5.2.5. Termination

5.2.5.1. Default

In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The State may, upon termination of this Contract, procure, on

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terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

5.2.5.2. Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may terminate this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

5.2.5.3. Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

5.2.5.4. Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an Offer or execution of a Contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

5.2.5.5. Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

5.2.5.6. Availability of Funds

5.2.5.6.1. Current State Fiscal Year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may accept a decrease in price offered by the Contractor, cancel the Contract or cancel the Contract and re-solicit the requirements.

5.2.5.6.2. Next State Fiscal Year

Funds may not presently be available for performance under this Contract beyond the current State fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.

5.2.5.7. Continuation of Performance beyond Expiration or Termination

Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in any termination notice.

5.2.5.7.1. Continuation of Contractor's Representations and Warranties

All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

5.2.5.7.2. Continuation of Orders

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Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

5.2.5.8. Arbitration

After exhausting applicable administrative review, the parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

5.2.5.9. Non-Exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

5.3. General

5.3.1. Notices

Notices between the State and Contractor regarding the Contract, shall occur between the Procurement Officer and the Contractor's Contract Contact Person as designated herein. See **Contract Attachment 5.3.2. Key Personnel.**

5.3.2. Key Personnel

Contractor shall comply with all key personnel requirements set forth herein. See **Contract Attachment 5.3.2: Key Personnel.**

5.3.3. Subcontracts and Subcontractors

Contractor shall comply with all subcontract and subcontractor requirements set forth herein. See **Contract Attachment 5.3.3. Subcontractors.**

5.3.4. Assignments and Delegations

Contractor shall not assign any right nor delegate any duty under the Contract without the prior written approval of the State. The State shall not unreasonably withhold approval.

5.3.5. Records

In accordance with A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other 'records' relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

5.3.6. Licenses

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the Contractor.

5.3.7. Security

Contractor's current and subsequent personnel, as well as those of their duly recognized Subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing supplies and/or services under the contract. Notwithstanding any additional security requirements in the Scope of Work, as deemed necessary by the State, certain personnel with access to sensitive information and/or infrastructure of the State or an Eligible Agency, shall be subject to background checks.

5.3.8. Audit

In accordance with ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

5.3.9. Facilities Inspection and Materials Testing

Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

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5.3.10. Confidentiality (End-users)

Notwithstanding aggregate usage statistics used for reporting purposes, Contractor shall keep confidential all information concerning individual end-users. Contractor shall not, under any conditions, resell, transfer or convey information about end-users to any third party. Contractor shall not retain or reuse information about the end-users in their own operations.

5.3.11. Confidentiality of Records

Contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees, including information contained in its records obtained from the State or others, necessary for contract performance. Persons requesting such information shall be referred to the State. Contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

5.3.12. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

5.3.13. Advertising and Promotion of Contract

Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

5.3.14. Non-discrimination

Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

5.3.15. Compliance with Applicable Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

5.3.16. Risk and Liabilities

5.3.16.1. Risk of Loss

Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

5.3.16.2. Indemnification

The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

5.3.16.3. Patent and Copyright

Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

5.3.16.4. Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. Force Majeure shall not include the following occurrences: Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or Inability of either the

Contract Terms and Conditions

Contract # EPS060014-[State Input](#)

Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

5.3.16.5. Third Party Antitrust Violations

Contractor shall assign to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

5.3.16.6. Performance Bond

Contractor shall comply with all usage reports requirements set forth herein. See **Contract Attachment 5.3.16.6. Performance Bond.**

5.3.16.7. Safety Standards

All supplies and/or services purchased under the Contract shall at a minimum comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards, as applicable.

5.3.16.8. Insurance

Contractor shall comply with all Insurance requirements set forth herein. See **Contract Attachment 5.3.16.8. Insurance.**

Contract Attachment 1.1. Offer and Acceptance

Contract # EPS060014-[State Input](#)

Offer			
TO THE STATE OF ARIZONA: The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.			
Tax Information			
Arizona Transaction (Sales) Privilege Tax License No.		Offeror Response	
Federal Employer Identification No.		Offeror Response	
Location Information			
Company Name	Offeror Response		
Address:	Offeror Response Offeror Response Offeror Response		
Clarification Information			
Name:	Offeror Response		
Phone:	Offeror Response	Fax:	Offeror Response
Electronic Signature			
Name:	Offeror Response	Date:	Offeror Response
Title:	Offeror Response		
Certification			
By Accepting below, the offeror certifies:	<ol style="list-style-type: none">1. The submission of the offer did not involve collusion or other anti-competitive practices.2. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.4. The offeror certifies that the above referenced organization Offeror Response (IS OR IS NOT) a small business with less than 100 employees or has gross revenues of \$4 million or less.		
Acceptance			
Status: State Input			
The Offer is hereby State Input . The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State. This contract shall henceforth be referred to as Contract No. State Input . The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.			
Electronic Signature			
Name:	State Input	Date:	State Input
Title:	State Input		

Contract Attachment 1.2. Definitions

Contract # EPS060014-**State Input**

1. Definitions

The following Definitions shall apply as set forth herein.

ACC	Means Arizona Corporation Commission
ABR	Means Available Bit Rate
Account Team	The group of individuals, that the Contractor assembles, and whose primary role is to provide account services to the Customers. This account team shall in all cases include at least one individual from the Contractor's Operations Management organization.
Additional Carrier Services	Those Services, whether local or statewide, which may be ordered by the State or a Political Subdivision and provided by Contractor. It may consist of Services originally included as an Exhibit to the Contract, or in an Exhibit, which may be later, added by Contract Amendment to describe the Services. All Additional Services shall be priced as described in this Contract, and installed on a case-by-case basis, as ordered by Customer on an implementing CSO.
Agency	Means an organizational entity within the executive branch of the State Government of Arizona.
Arizona Executive Branch Entities	Means all agencies, departments, boards, etc. that are governed by the Executive branch of the State of Arizona. Arizona Executive Branch Entities does not include political subdivisions (including the State's Universities, Community Colleges, K-12 School Districts, Counties, Cities, Libraries, etc.).
ARS or A.R.S.	Means Arizona Revised Statutes
ATM	Means Asynchronous Transfer Mode. A high bandwidth, low-delay, connection oriented, packet-like switching and multiplexing technique.
Attachment or Contract Attachment	Part of the Contract document containing terms, conditions or requirements of a more granular or procedural level of detail.
AZNET, AZNet, or AzNET	Means Arizona Network. Created in accordance to a legislated mandate, AZNet organizes the telecommunication activities of all State Agencies into one purchasing entity. AZNet is managed on the State's side by the Telecommunications Program Office (TPO).
C/O	Means Central Office
CAP	Means Competitive Access Provider
Carrier Service Order, CSO, Purchase Order or Order	A form used by Customer to order Services available in the Contract. In the context of this Contract, it is used to implement the Services included in the Contract, by specifying the quantity, service dates, and other operational parameters. An Order cannot be used to amend the terms, conditions or requirements of Contract.
Carrier Services or CS	Means all Intra-LATA and Inter-LATA carrier services included in this Contract. It includes interface, installation, testing, cut-over, and operation of Services procured as part of this RFP. New Services may be added to this Contract, within an established Services category, solely at EPS's discretion.
CBR	Means Constant Bit Rate
CLEC	Means Competitive Local Exchange Carrier or Certified Local Exchange Carrier

Contract Attachment 1.2. Definitions

Contract # EPS060014-**State Input**

Contract	The Terms and Conditions and Attachments as offered by the Contractor and accepted by the State, as well as applicable documents exchanged throughout the solicitation process, including the Solicitation Instructions and Questionnaires, and the Offerors responses to such.
Contract Amendment	A written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
Contract Term	The time period, defined in the Contract as revised, during which the Contract is in force.
Contractor	Means any person or legal entity which has a Contract with the State. One or more firms, corporations, or organizations (Common Carriers or other) awarded the Contract for the Services included in the Contract. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code are synonymous. In the event a Provider Partnership is awarded, Contractor refers to the Prime Contractor.
Critical Services Circuits	All Services that require extraordinary uptime (which is defined and measured from "end-to-end" including local loops) and which in general are provisioned with redundant transport means. Critical Services circuits have more stringent SLA requirements; which can be further extended by the Customer in direct discussions with the Contractor.
CS	Means Carrier Service or Telecommunications Carrier Services
Customer	Any specific individual subdivision of the Arizona State government (including all 3 (three) branches and all Agencies, Departments, Boards, etc.) and any Political Subdivision (including the State's Universities, Community Colleges, K-12 School Districts, Counties, Cities, Libraries, etc.) and any qualifying non-profit organization, which may generate a Carrier Service Order for the Services described herein. "Customer" includes all the individual(s) designated to be responsible for order initiative, operations, technical and accounts payable entities within "Customer's" organization. Also referred to as State Entity
Days	Means calendar days unless otherwise specified.
DS0	Means Digital Signal level 0. A voice grade channel of 64 Kbps.
DS-1 or DS1	Means Digital Signal level 1. 1.544 Mbps in North America
DS-3	Means Digital Signal level 3. In North America DS-3 translates into T-3, which is the equivalent of 28 T-1 channels, each operating at total signaling rate of 1.544 Mbps
Economic Price Adjustment	An adjustment in price made to a good or service as changes in industry and/or technology warrant.
EDI	Means Electronic Data Interchange
Emergency Condition	Any condition where the purchased Services are not being supplied to the Customer's premises within its SLA requirements and the Customer requires such Services to be operational. This definition includes all service outages except those outages that are specifically excepted herein. The "start-time" of all emergency conditions shall be the earliest time which the Contractor has knowledge of the Emergency Condition (e.g., notification via Services Management System, Customer phone call, etc.).
EPS	Means Enterprise Procurement Services Division, a division of the Arizona Department of Administration.
Exhibit	An example of something articulated in the Solicitation, Offer or resulting any Contract. Exhibits do not contain terms, conditions or requirements.

Contract Attachment 1.2. Definitions

Contract # EPS060014-[State Input](#)

FCC	Means Federal Communications Commission.
Fixed Price	All pricing shall remain fixed for the term of the Contract except as warranted by the changes in industry and/or technology that require an Economic Price Adjustment.
Force Majeure	An occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
Gratuity	A payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received
Initial Carrier Services	Those Services installed by Contractor immediately following and as a direct result of the award of the Contract, for Services at locations and in quantities as described in the implementing Carrier Service Orders (CSOs).
In-Swt'd	Means In coming long distance calls (not dedicated)
Interface	The point on the Customer's premises at which Contractor provides Services access for Customers' equipment. The Services Interface shall generally be a point of attachment into a Customer's internal data network.
Inter-LATA Services	Intra-state/inter-LATA, interstate, and international Services.
IXC	Means IntereXchange Carrier
LEC	Means Local Exchange Carrier
Materials	All property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
MPOP	Means Main Point of Presence. The physical location at which the Contractor provides the specific Services for the Customer.
Net Effective Services Price	"Base-offer price" minus the "term discount" minus the "volume discount," where both the term discount and the volume discount are subtracted directly from the "base-offer price." For example if the Contractor offered a "term discount" of 20% and a "volume discount" of 15%, then the "Net effective Services price" equals 65% of the "base-offer pricing."
Node	Any location that has Contractor provided Services.
OC-X	Means Optical Carrier level X where X can be any accepted level in the SONET hierarchy
Offer	A bid, proposal or quotation submitted by an Offeror in response to a Solicitation.
Offeror	A person or entity who responds to the Solicitation.
On-Net	Means Long distance calls that can be kept on the Carrier's network from beginning to end
Order	See Carrier Service Order.

Contract Attachment 1.2. Definitions

Contract # EPS060014-State Input

Out-Swt'd	Means Out going long distance calls (not dedicated)
Performance Period	The term of any authorized CSO.
POP	Means Point of Presence.
Procurement Officer	The person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
Procurement Officer	The person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
Proposal	The response submitted by an Offeror in response to a Request for Proposals (RFP).
QoS	Means Quality of Service
Requested Services Delivery Date	The earliest date that the Contractor shall initiate recurring charges for new Services.
Service Affecting	Any condition or event directly associated with Services provided under this Contract, which reduces the functionality of the Services provided by the Contractor.
Service Outage	Any unplanned loss of Services functionality at the Customer's MPOP.
Service Provision Period	The number of calendar days from the date that a Contractor receives a valid CSO to the date that the Contractor schedules the provisioning of all Services associated with that CSO.
Service Release	Any necessary routine maintenance or rearrangement of facilities or equipment by the Contractor.
Services	The furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
SMTP	Means Simple Mail Transfer Protocol
Solicitation	An Invitation for Bids ('IFB'), a Request for Proposals ('RFP'), or a Request for Quotations ('RFQ').
Solicitation Amendment	A written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
State	The State of Arizona and Department or State Entity that executes the Contract.
State Entity	See Customer.
State Fiscal Year	The period beginning with July 1 and ending June 30,
Subcontract	Any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
Subcontractor	The individual, firm, corporation, or organization having a direct contract with Contractor to furnish Services, either wholly as described in the Contract, or in support of or as part of Services, which is the responsibility of Contractor.
Technological Change	A significant technology driven change in Services usage level by the State or a significant change

Contract Attachment 1.2. Definitions

Contract # EPS060014-[State Input](#)

in the manner that the State uses Services, which is procured via this Contract.

Telecommunications Network Services

Voice, data, and video related Services.

TPO	Telecommunications Program Office, an office within the Arizona Department of Administration which oversees the AZNET contract and the strategic direction of the State in terms of telecommunication systems
UBR	Means a Undefined Bit Rate or Unspecified Bit Rate
USOC	Means Uniform Service Order Code
VBR	Means Variable Bit Rate
VCC	Means Virtual Channel Connection
VPC	Means Virtual Path Connection. A concatenation of Virtual Path Links between Virtual Path Terminators
VPN	Means Virtual Private Network
Work	All labor, materials, transportation, equipment, and other activities for, and reasonably incidental to, making the Services operational and keeping it operational. It also includes furnishing, installing, testing, interfacing with, operating, maintaining, and billing the Services, as required.
xDSL	A generic term for Digital Subscriber Line equipments and services including ADSL, HDSL, IDSL, SDSL, and VDSL.

Contract Attachment 2.1. Products and Services

Contract # EPS060014-[State Input](#)

1. Products and Services

The Contract for shall be for Telecommunications Carrier Services includes the Products and Services and as defined herein.

1.1. Products Available under the Contract

Products (Telecommunications Equipment) under this Contract shall include specific demarcation network interface devices required for delivering the Services specified herein. For example, a cable modem is considered a demarcation network interface device but a phone, key system, or router is not. Services may necessarily include certain Products in their Unit prices, e.g., network interface equipment and patch cords only as required to deliver Services. Services shall constitute the majority of all purchases against the Contract.

1.1.1. Excluded Products

Products available under the Contract shall not include 1) Building Wiring System (BWS – cabling and connection devices beyond the telecommunications demarcation); 2) Mobile radio related Products; 3) hardware and software for build-out of Buyer's campus networks (CPE); and 4) All other Products not specified herein.

1.2. Services Available under the Contract

Services (Telecommunication Services, Carrier Services) under this Contract shall include all labor, materials, transportation, Telecommunication Equipment and other activities for, and reasonably incidental to the selling, provisioning, supporting, and maintaining the Service throughout the term of this Contract. It also includes furnishing, installing, interfacing, operating, maintaining, and monitoring the Telecommunication Services as outlined herein. Products may necessarily include certain Services in their Unit prices, e.g., delivery, installation, maintenance and support. Products shall constitute the minority of all purchases against the Contract.

1.2.1. Excluded Services

Services available under the Contract shall not include 1) 9-1-1 Services; 2) integration Services; and 3) All other Products not specified herein.

1.3. Product and Service Categories

Contractor shall be obligated to sell the following Products and Services under the following Categories.

1.3.1. Category One – Regulated Transport Services

Products and Services
Offeror Contract Language
Offeror Contract Language
Offeror Contract Language
Offeror Contract Language

1.3.2. Category Two – Unregulated Transport Services

Products and Services
Offeror Contract Language
Offeror Contract Language
Offeror Contract Language
Offeror Contract Language
Offeror Contract Language
Offeror Contract Language
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1.3.3. Category Three – Unregulated Value-Added Services

Products and Services
Offeror Contract Language
Offeror Contract Language
Offeror Contract Language

Contract Attachment 2.1. Products and Services

Contract # EPS060014-*State Input*

Offeror Contract Language
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1.4. Geographic Areas

Contractor shall be obligated to sell in the following geographic areas – Arizona Counties (Tables 1.4.1.).

1.4.1. Geographic Areas Served

Geographic Area
Offeror Contract Language
Offeror Contract Language
Offeror Contract Language
Offeror Contract Language
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1.5. Product and Service Categories by Geographic Area

Products and Services available by Geographic Area shall be indicated by an “X”.

Geographic Area	Category One – Regulated Transport Services	Category Two – Unregulated Transport Services	Category Three – Unregulated Value- Added Services
Offeror Contract Language	Indicator	Indicator	Indicator
Offeror Contract Language	Indicator	Indicator	Indicator
Offeror Contract Language	Indicator	Indicator	Indicator
Offeror Contract Language	Indicator	Indicator	Indicator
Offeror Contract Language	Indicator	Indicator	Indicator
Offeror Contract Language	Indicator	Indicator	Indicator
Offeror Contract Language	Indicator	Indicator	Indicator
Offeror Contract Language	Indicator	Indicator	Indicator
Offeror Contract Language	Indicator	Indicator	Indicator
Offeror Contract Language	Indicator	Indicator	Indicator
Offeror Contract Language	Indicator	Indicator	Indicator
Offeror Contract Language	Indicator	Indicator	Indicator
Offeror Contract Language	Indicator	Indicator	Indicator
Offeror Contract Language	Indicator	Indicator	Indicator
Offeror Contract Language	Indicator	Indicator	Indicator

1.6. Supplementing Products and Services

Contract Attachment 2.1. Products and Services

Contract # EPS060014-[State Input](#)

Products and Services available under the Contract are limited to the Categories included herein. Based on technological advances and/or expanded capabilities and infrastructure, the Contractor may add supplemental Products and Services to the Contract, to those Categories originally awarded. Products and Services in a Category that was not originally awarded shall not be added or supplemented. The addition of new Products and Services under the Contract shall be the State's discretion.

1.7. Expanding Geographic Availability

Geographic Availability under the Contract is limited to the areas included herein. Based on technological advances and/or expanded capabilities and infrastructure, the Contractor may add supplemental Geographic Areas to the Contract. The State may allow for the addition of new Geographic Areas after initial Contract award so long as the Prices and Pricing in the new Geographic Area are no more than ten percent (10%) greater than the highest Prices and Pricing in a Geographic Area already awarded under the Contract. The addition of new Geographic Areas under the Contract shall be the State's discretion.

Contract Attachment 2.4.1. Warranty

Contract # EPS060014-[State Input](#)

1. Warranty

Contractor warrants that for a period of not less than one (1) year, from the date of Customer Acceptance, that the Products purchased under the Contract shall be 1) Of a quality to pass without objection in the trade under the Contract's Scope of Work, 2) Fit for the intended purposes for which the Products are used; 3) Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units; 4) Adequately contained, packaged and marked as the Contract may require; 5) and Conform to the written promises or affirmations of fact made by the Contractor.

1.1. Liens

Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens

1.2. Fitness

Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

1.3. Inspection and Testing

The warranties set forth in subparagraphs 1.1. through 1.2. of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

Contract Attachment 2.4.2. Service Levels

Contract No. EPS040016-<<State Input>>

1. Service Level Agreement

Contractor shall comply with the following Service Level Agreements (SLAs) for the respective Services provided under the Contract. This section also provides the associated reporting and credits due the Customer if the Contractor does not comply with the required service levels. All Customers may seek any service credits stated herein that may be due under their respective Order(s). The State may, with the Customer's consent, pursue any service credits that may be due the Customer from the Contractor, on the Customer's behalf as agreed between the State and the Customer. All SLA requirements shall be included in the Contract.

1.1. Service Level Nonperformance – Liquidated and Other Damages

The State and the Contractor may agree to some service level standards which do not give rise to liquidated damages upon service level non-performance. These service levels must nonetheless be measured, managed, and reported as set forth in the Contract as amended. Service level non-performance can also create material breach of the contract in the event of chronic, repeated failures. In the event that, during any consecutive thirty (30) day period, the contractor fails to perform any required service, or any defined vendor service level falls one (1) percentage point or more below the target levels established as agreed upon by the contractor and the State, the contractor shall pay liquidated damages to the State, to compensate for the service level nonperformance. The amount of the liquidated damages will be determined based upon a formula to be set forth in the final definitive contract and will vary on the basis of the relative importance of the applicable required service or service level, and shall be a reasonable estimate of the damages incurred by the State due to the service level nonperformance.

1.2. Service Level Nonperformance – Root Cause Analysis and Remediation

In the event of the Contractor's failure to perform required services or meet agreed upon service levels or other Contractor service standards as required by the State under this Contract, the Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The Contractor shall supply documentation of the analysis and the remediation steps to the affected Customer. The affected Customer shall have the right to review the analysis and approve the remediation steps including the schedule prior to or subsequent to their implementation, as deemed appropriate by the affected Customer.

1.3. Service Level Nonperformance – Chronic

A chronic failure is (a) a single failure that causes the Customer in whole or in part to lose Service in whole or in part for five (5) consecutive calendar days or more or (b) three (3) or more similar failures to a single circuit or line in the space of one (1) year that causes a Customer to lose Service in whole or in part. In the case of chronic failures, an Customer may, at their discretion, cancel the affected Service Order or all accounts with the applicable Contractor. If the Customer cancels an Order or an account under this clause, they shall not be held responsible for any termination costs.

1.4. Monitoring and Re-Routing

Contractor shall ensure that maximum circuit re-route time shall be non-discernible (i.e., non-disruptive to the user) for all traffic types on all circuits that are DS-3 or larger in total bandwidth.

1.5. Standards Compliance

Contractor shall be compliant with all telecommunications industry standards, including at a minimum, the following: Federal Communications Commission (FCC) and Arizona Corporation Commission (ACC); ISO/OSI Standards; BellCore Standards:

Contract Attachment 2.4.2. Service Levels

Contract No. EPS040016-**<<State Input>>**

1.6. Service Provisioning SLAs (After acceptance of Valid CS order)

CS Category	Service Descriptor	Metro Area ,County Seat and City Town with population > 20,000 Maximum Expected Installation Time 1, 2	Rural Community (City or Town) Maximum Expected Installation Time) 1, 2	Service credit when Contractor is Non-Compliant with Specific SLA Requirement
1	Regulated - Dedicated Voice and Data Services	10 w/o Const'n 30 w/ Const'n	20 w/o Const'n 60 w/ Const'n	Monthly Reports + 50% of the monthly pricing of the affected service for the first month of late provisioning, with increase of +25%/month for all subsequent months of late provisioning - or cancel CS order
2	Unregulated Transport Services e.g. Packet- and Cell-Based Services, Packet- and Cell-Based Services, cable-based, wireless-based, xDSL	10 w/o Const'n 20 w/ Const'n	20w/o Const'n 80 w/ Const'n	Same as above
3	Unregulated Value-Added Services	15 w/o Const'n 50 w/ Const'n	30 w/o Const'n 80 w/ Const'n	Same as above

1 All response times are stated as “working Days” (i.e., 5-day weeks with the State Holidays excepted) from date of acceptance of written order to date of operational service. Add 10 days for “loop qualification” where necessary.

2 Customer and Contractor may negotiate a different Installation Time when the Contractor declares - before it accepts the Order - that it cannot provision the requested Service within the Maximum Expected Installation Time. If, upon the completion of the Negotiated Installation Time, the Contractor has not provisioned the Service, Contractor is subject to the same SLAs and service credits as stated herein.

Contract Attachment 2.4.2. Service Levels

Contract No. EPS040016-<<State Input>>

1.7. Billing and Payment (B/P) SLAs

SLA Type	Contractor shall
B/P 1	Waive all late charge assessments associated with dispute periods
B/P 2	Waive payment for all disputed charges until final resolution
B/P 3	Resolve disputed charges within 60 days of notification
B/P 4	Waive all billable items that have not been billed within 90 days after their occurrence i.e., after the last day of the Billing Cycle in which the billable CS was provided).
B/P 5	No time-duration or dollar-amount limitations on Buyer's right to seek and be paid restitution for incorrect billings.

Contract Attachment 2.4.2. Service Levels

Contract No. EPS040016-**<<State Input>>**

1.8. Repair and Escalation (R/E) SLAs (7 by 24 by 365 basis)

Contractor shall guarantee that all Services provided shall have the following standard response times for all repairs.

SLA Type	Service Descriptor	Maximum Repair Time (Hours) ^{1, 2, 3}	Service credit when Contractor is Non-Compliant with Specific SLA Requirement
R/E 1	Contractor phone response time for all CS inquiries and failures	0.33 After Alert	Monthly Reports + 5%/class/incident of the monthly pricing of the affected service for the repair and escalation interval type(s) not adhered to.
R/E 2	Contractor "line-test and report by phone to Buyer" response time for all CS failures	0.5 After Buyer approval to test	Same as above
R/E 3	Contractor MaxTTR for any "C/O level" line- or protocol corrections	1	Same as above
R/E 4	Contractor MaxTTR for any "non-C/O" line- or protocol corrections	1	Same as above
R/E 5	Contractor "on-site" response time for all CS failures associated with Contractor's on-premises equipment or trouble-shooting	2	Same as above
R/E 6	Contractor MaxTTR for all CS failures associated with Contractor's on-premises equipment or trouble-shooting	2	Same as above
R/E 7	Chronic unresolved CS problem for service-affecting CS at a facility/site		Same as above + Buyer may elect to terminate associated CS. Contractor shall not be eligible for any TLA+ Company Officer from the Prime Contractor's company to meet with the affected State Entity and the EPS Contract Administrator

¹ Time intervals shall be measured from the instant in time that the Contractor arrives on the site of the service problem.

Contract Attachment 2.4.2. Service Levels

Contract No. EPS040016-

1.9. Maximum Travel Time by County

Based on pre-authorized dispatch. Contractors shall be allowed travel time based on region as described in the table below

County	Maximum Travel Time (in hours)	County	Maximum Travel Time (in hours)
Mohave	8	Coconino	8
Navajo	8	Apache	8
Yavapai	8	Gila	8
La Paz	8	Maricopa	4
Pinal	4	Graham	8
Greenlee	8	Yuma	8
Pima	4	Santa Cruz	8
Cochise	8		

Contract Attachment 2.4.2. Service Levels

Contract No. EPS040016-<<State Input>>

1.10. Up-time (Up) SLAs

Contractor shall provide service levels based on the following Performance and Uptime criteria.

SLA Type.	Service Descriptor	Required Performance Level (7 by 24 by 365 basis) ¹	Service credit when Contractor is Non-Compliant with Specific SLA Requirement
Up 1	Local access voice and data services, <u>end-to-end network blocking</u> shall not exceed	1% / Hr./ckt	Monthly Reports + 5% of the monthly pricing of the affected service for the first hour of sub-par service level, with increase of +1%/hour for all subsequent hours/month of sub-par service level.
Up 2	DS0, DS1, DS3, Dedicated circuit, end-to-end, <u>Error-Second/Day</u> threshold, based on daily 30-minute duration testing, shall not exceed	20 / Hr/ckt – Voice 10 / Hr/ckt – Data	Same as Type Up 1
Up 3	DS0, DS1, DS3, Dedicated circuit, end-to-end, <u>%-Error Free Sec/Day</u> threshold, based on daily 30-minute duration testing, shall always exceed	99.9% / Hr./ckt -	Same as Type Up 1
Up 4	DS0, DS1, DS3, OC-x Dedicated circuit, <u>background bit error rate</u> shall not exceed a 1×10^{-8} threshold	1% / Hr./ckt	Same as Type Up 1
Up 5	DS0, DS1, DS3, OC-x Dedicated circuit, Packet- and cell-based, MPLS, Ethernet, and IP <u>end-to-end up-time</u> , based on SNMP monitoring, shall always exceed	99.9% / Hr.	Same as Type Up 1
Up 6	Packet- and cell-based circuit, <u>CRC and Mis-aligned Frame Rate</u> , based on SNMP monitoring, shall not exceed	0.005% / Hr.	Same as Type Up 1
Up 7	Cell-based circuits shall not exceed current ATM FORUM QoS, CBR, UBR, VBR Requirements and tolerances, including latency tolerances, based on SNMP monitoring	99.9% / Hr.	Same as Type Up 1
Up 8	Critical Voice and Data Services, <u>end-to-end up-time</u> , based on equipment monitoring, shall always exceed	99.99% / Hr.	Monthly Reports + 25% of the monthly pricing of the affected service for the first hour of sub-par service level, with increase of +5%/hour for all subsequent hours/month of sub-par service level.
Up 9	Point of Sale (POS) Data Services, <u>end-to-end up-time</u> , based on SNMP monitoring; Associated CPE up-time; Full-time proactive monitoring up-time, with automated initiation of all needed repairs, shall always exceed	99.99% / Hr.	Same as Type Up 1
Up 10	For all CS Categories, Service Outages shall not exceed	2 / Month / ckt	Same as Type Up 1

¹ Contractor is required to provide 24 by 7 uptime service performance for those Buyer facilities, which are available to the Contractor for necessary physical repairs, etc. such that Contractor can maintain the specified uptimes. Contractor shall provide a minimum of 7AM to 7PM (M-F) coverage for Buyer facilities that are not available on a 24 by 7 basis. All critical and super-critical services shall be 24 by 7 by 365.

Attachment 3. Prices and Pricing Schedule

Contract # EPS060014-[State Input](#)

1. Prices and Pricing

Contractor shall only charge the Prices and Pricing cited herein.

1.1. Pricing Schedule

See the following embedded Excel Spreadsheet.



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1.2. Pricing Terms

[Offeror Contract Language](#)

Contract Attachment 4.1. Ordering Process

Contract # EPS060014-State Input

1. Ordering Process

Orders shall be placed by the Customer to the Contractor. Customers may require the Contractor to assist in Order preparation by providing necessary product and services descriptions, operating parameters, and interface information. Contractor shall provide this assistance at no added cost to the Customer. Each Order shall be approved and issued by the Customer or its authorized representative, as follows:

1.1. Quote Request

Quote Requests shall be in accordance with the requirements set forth herein.

1.2. Purchase Orders

Purchase Orders shall be in accordance with the requirements set forth herein.

1.2.1. Customer Provided Equipment and Facilities

Customer may provide at its own expense certain equipment and facilities necessary to receive Services under the Contract, e.g. terminating equipment, floor space, electricity, wall space, and support structures. Contractor shall identify requirements for Customer provided equipment and facilities and Customer assumes responsibility for providing same unless otherwise agreed.

1.3. Order Acknowledgement

Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Customer, in writing or electronically, within two (2) days of Order receipt. Customers may accept verbal Order acknowledgment when time and circumstances require.

1.4. Order Acceptance

Contractor shall acknowledge acceptance of all Orders. Contractor shall notify the Customer, in writing or electronically, within five (5) days of Order receipt. Orders that are not accepted or not specifically rejected by the Contractor within the five (5) days shall be considered accepted. Customers may accept verbal Order acceptance when time and circumstances require. Order acceptance shall include the reservation of all elements necessary to deploy the Ordered and accepted products and services.

1.5. Order Notification

Contractor shall, prior to the Order start date, notify Customer, in written or electronically, information pertaining to the installation of the Order's products and services. Order notification shall at a minimum include the following information: Address of Installation; Customer Name; Billing Account Number; Customer's Billing Account Number; Action Type; Contract Number; Carrier Order Number; Plant Test Date; Installation Due Date; Customer Site Contact; Circuit ID or Phone Number; and Circuit Type. If the Order is for Frame Relay service, the Order notification will also include the following information: PVC Path ID; DLCI; FRSR Number; and Host Link Address information including Customer Name, Account Number, Order Number, Action Type, Order Number, Plant Test Date, Install Date, Customer Site Contact at Host End, Host Circuit ID, and if applicable, PVC, Path ID; DLCI, and Circuit Number. Contractor shall separately quote any construction charges.

1.6. Order Implementation

Contractor shall be responsible for and shall minimize the impact of any transition between the Customer's incumbent service providers and the Contractor. Contractor shall inform the Customer of all Customer responsibilities throughout service implementation. In general, Order implementation shall not exceed ninety (90) days but shorter or longer timeframes may be negotiated between the Customer and the Contractor on a case by case basis. Contractor shall be responsible for all billing variations incurred during an unsuccessful service implementation. For example, new rates are not applied correctly or telephone numbers are not recognized in database, etc.

1.7. Inspection of all Major Services Implementations

A Major Services Implementation is defined as any Customers with ten (10) or more locations and / or ten (10) or more PVC's. Customer may appoint an Inspector(s) from time to time to serve as Customer's representative during, installation, testing, cutover, operation and maintenance of the Services (and its billing) and shall advise Contractor of same. Such inspection may extend to any part of the installation or operation of the Services. The Inspector shall not be permitted to modify in any way the provisions of the Contract, nor to delay the work by failing to complete the inspection with reasonable promptness. The Inspector shall not interfere with the Contractor's management of the work. Instructions given by the Inspector shall be respected and responded to by

Page 1 of 2

Contract Attachment 4.1. Ordering Process

Contract # EPS060014-State Input

Contractor. Whenever required by the Inspector, Contractor shall furnish without additional charge, all tools, test equipment, and labor necessary to make an examination of the work completed or in progress or test the quality of the Services. If the Services, including its installation and operation, is found to be not in compliance with the Specifications, Contractor shall bear all expenses of such examination and of satisfactory correction of the deficiencies. After all Services installation and testing activities are completed, and upon delivery of ALL required Services and testing documentation, Final Services Acceptance (FCA) shall be executed.

1.8. Acceptance Testing of all Major Services Implementations

Upon notification of completion of Contractor testing, Customer shall commence its Acceptance Testing Period of 30 calendar days for compliance with Services performance requirements. In the event of apparent failure to meet any performance requirements or standards during any Acceptance Testing Period, it is not required that one 30-day period expire in order for another Acceptance Testing Period to begin. Furthermore, if, during any Acceptance Testing Period, Customer identifies Service Affecting deficiencies, it shall be at Customer's option if another 30-day Acceptance Testing Period is required after Contractor satisfactorily corrects such deficiencies. Customer's standard of performance shall be met when the Services operates in conformance with the SLA requirements during its operational-use-time for a period of 30 consecutive calendar days from the commencement date of the Performance Period. If Customer identifies Service Affecting deficiencies, during the Performance Period, Customer shall promptly notify Contractor in writing of such deficiencies. Contractor shall correct these deficiencies in a timely and satisfactory manner and shall notify Customer in writing when deficiencies are corrected. Customer shall make every effort to assist Contractor in the resolution of all deficiencies but the responsibility ultimately resides with Contractor. Promptly upon successful completion of the Performance Period, Customer may notify Contractor in writing that the Performance Period is now complete. Contractor's receipt of Customer's letter shall prompt the execution of the Final Services Acceptance Document. If the Performance Period Acceptance Testing is not completed within 90 calendar days of the Contractor's CSO Initiation date, Customer shall have the option of terminating the CSO, without penalty or of authorizing Contractor in writing of an extension of the Performance Period deadline. Customer's option to terminate the CSO shall remain in effect until such time as successful completion of the service performance requirements is attained.

1.9. Order Modification or Cancellation

1.9.1. Modification or Cancellation prior to Order Acceptance

Customer may, at any time prior to Order acceptance, modify or cancel the Order, in whole, or in part. Customer shall have no liability for making such modifications or cancellations.

1.9.2. Modification or Cancellation after Order Acceptance

Customer may modify or cancel an Order after Order acceptance. Contractors may modify Orders as authorized by the Customer. Modifications or cancellations shall be executed in writing or electronically. Any unauthorized modification or cancellation by Contractor shall constitute a material breach of the Contract and, at the Customer's option, cause the Order to be void. Customer liability for modifications or cancellation made after Offer acceptance shall be limited to the full cost of all non-recoverable expenses, including any special construction charges, caused by the modification, not to exceed the non-recurring charges for products and services in the Order. Customers may cancel an Order due to Contractor's failure to perform in accordance with the Order notification, and/or the service level agreements contained in the Contract. Cancellation for Contractor default shall limit Customer liability to the reoccurring and non-reoccurring costs already accepted and in use by Customer.

Contract Attachment 4.2. Quote Request

Contract # EPS060014-[State Input](#)

1. Contract Quotes

Customers may request quotes for the specific products and/or services available under the Contract, through the issuance of a Contract Quote or Purchase Quote (Quote Request) to the Contractor. Quote Requests shall cite the Contract number and shall be limited to those products and/or services available under the Contract only.

1.1. Quote Request Recipient

Contractor, unless otherwise assigned as permitted herein, shall receive all Quote Requests submitted under the Contract.

1.2. Quote Request Form

Quote shall include, at a minimum, the following information: 1) Date the quote was requested; 2) Quote Number; 3) Customer information, to the individual department, division or office as applicable; 4) Customer contact person; 5) Term of the Service, including Service start date, expiration date – if applicable, and installation date – if applicable; 6) Total cost to the Customer; and 7) A list or description specifying the quantity, type and special options and/or provisions of the Service

1.2.1. E-Rate Availability

Contractor shall provide E-Rate SPIN number to all Customers as requested.

1.3. Extra-contractual Products and Services Prohibited

Any attempt to use an Quote Request and/or any response thereto, to represent any products and/or services not specifically awarded and cited in the Contract as being included in the Contract is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State, inclusive of but not limited to Contract termination for default, suspension and/or debarment of the Contractor.

1.4. Sample Order Form

[Offeror Contract Language](#)

Contract Attachment 4.3. Purchase Orders

Contract # EPS060014-[State Input](#)

1. Purchase Orders

Customers may purchase the specific products and/or service available under the Contract, through the issuance of a Contract Release or Purchase Order (Order) to the Contractor. Order that cites the Contract number is the only document necessary for a Customer to order, and for the Contractor to deliver, the products and/or services cited in the Order.

1.1. Order Recipient

Contractor, unless otherwise assigned as permitted herein, shall receive all Orders submitted under the Contract.

1.2. Order Form

Orders must cite the Contract number and shall include, expressly or by reference, the cost to the Customer and the Customer's requirements for supplies and/or services available under the contract. Orders shall include, at a minimum, the following information: 1) Date of the Order; 2) Order Number; 3) Setup of Customer's Account (including Customer's profile as required for specific Service, billing, etc.); 4) Term of the Order, including Service start date, termination date (if applicable), and installation date (if applicable); 5) Customer billing address and instructions; 6) Reference to related Orders; 7) Total cost to the Customer; and 8) A list or description specifying the quantity, type and special options and/or provisions of the Service

1.1. Extra-contractual Products and Services Prohibited

Any attempt to use an Order to represent any products and/or services not specifically awarded and cited in the Contract as being included in the Contract is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State, inclusive of but not limited to Contract termination for default, suspension and/or debarment of the Contractor.

1.3. Sample Order Form

[Offeror Contract Language](#)

Contract Attachment 4.6. Billing and Payments

Contract # EPS060014-State Input

1. Billing and Payments

Contractor shall comply with the following billing and payment requirements.

1.1. Billing and Payment Periods

Within thirty (30) days of receipt and acceptance of products or services, the Contractor shall submit to the Customer a complete and accurate invoice for payment. In accordance with A.R.S. Titles 35 and 41, Customer payments shall be due to the Contractor within thirty (30) days upon receipt of an accurate and complete invoice.

1.2. Billing Address

Unless otherwise indicated in the Order, invoices shall be addressed to the Customer.

1.3. Billing Media

Invoices, including Billing Detail, shall be provided electronically in at least one format and delivery method, approved by Customer, such as CD-ROM, EDI, FTP, in addition to a paper copy, at no additional cost to the Customer. Contractor shall provide documentation sufficient to facilitate parsing and loading of all data into Customer authorized computer systems. Contractor shall notify Customer of the nature of any changes or modifications in the media record format as soon as possible, but no later than 90 calendar days prior to implementing such changes. Contractor shall work with Customer, or their designee (which may be an approved Subcontractor), to automate the delivery and receipt of electronic Invoice and Billing data. When requested, Contractor shall also provide Customer with summary and call detail paper-based billing at no additional cost to the Customer. It is also preferred, in addition to the required electronic and paper copy, that contractor provide access to invoices via a secure internet web site at no additional cost to the Customer. All Billing Media details (e.g. web, CD-ROM, EDI, paper, etc.) must match each other.

1.4. Billing Detail

Invoices submitted for payment shall contain the same description detail as provided in the Quote Form, at a minimum, shall identify all products and services (e.g. circuit number, BTN, WTN), the unit price, units of quantity, extended price, service address or location of Service, and invoice total, for both paper and electronic media. Additionally, the approved electronic media shall also include at a minimum; Call Detail Records identifying the actual originating phone extension (unless ANI not sent by customer for dedicated facilities), Discount Details, Tax Details, Feature Details, Other Fees and Surcharges details, approved Adjustment details, circuit detail at the CSR level, and USOC level invoice details. Invoice Identification Information. Invoice Identification Information (III) shall include at a minimum the following 16 data elements: 1) Vendor Name; 2) Vendor Account Number; 3) Invoice Date; 4) Total Invoice Amount; 5) Total Current Charges; 6) Vendor Remit Address; 7) Account-Level Late Fees; 8) Account Level Outstanding Balance; 9) Account Level Payment Received; 10) Account Level Miscellaneous Fees; 11) Point of Service ID (e.g., Circuit number, phone number, etc.); 12) Monthly Fees; 13) Usage-based Charges; 14) Feature Charges; 15) Taxes; and 16) Total Charges for Point of Service

1.5. Billing Pro-Rated Services

All Services billings shall be based on a pro-ratio of the total monthly Services charge rate.

1.6. Billing SLA Affected Services

Contractor shall process invoices in accordance with the Billing and Payment Section of the Service Level Agreements contained herein. If, after the SLA is resolved the Customer owes the disputed amount in part or in whole to the Contractor, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month on the outstanding balance.

1.7. Billing Adjustments

Billing adjustments and/or revised invoices shall be documented in writing in accordance with the Billing Adjustments section of the Dispute Resolution process contained herein.

1.8. Billing Disputes

Billing disputes shall be addressed in accordance with the Billing Disputes section of the Dispute Resolution process contained herein. Contractor shall work with Customer, or their designee (which may be an approved Subcontractor), to automate the dispute process between Contractor and Customer authorized computer systems. Contractor shall provide a responsibility matrix identifying representatives, their phone number and email address, for questions and resolution of issues, including escalation of unresolved disputes.

Contract Attachment 4.6. Billing and Payments

Contract # EPS060014-[State Input](#)

1.9. Billing Agent

Contractor may use an Agent (designated herein as a Subcontractor) to prepare and submit invoices and receive Customer payments, on behalf of but in the Contractor's name. Contractor shall remain responsible for the accuracy and correctness of the invoices issued and payments collected by any billing Agent. If Contractor exercises this option, Contractor shall promptly notify Customer in writing of such arrangement for invoicing and collection, including name, mailing and street addresses, and telephone number for the firm and the individual person responsible for this function, and any changes thereto.

1.10. Billing Availability

Contractor's shall maintain the availability of On-Line Invoices for a minimum of two (2) years and shall maintain invoice archives for a minimum of seven (7) years.

1.11. Billing and Payment Data

Contractor shall provide basic billing data to all Ordering Entities that request it. This data shall include at a minimum Usage Statistics; Applicable Discount Details; Call Detail for LD at the actual originating extension level (unless ANI is not sent by Customer for dedicated facilities); Circuit Detail, when applicable, at the Customer Service Record (CSR) or equivalent level; Tax Details; Feature Details; Other Fees and Surcharges Details; Approved Adjustment Details; and Universal Service Order Code (USOC) level or equivalent Invoice Details. Ordering Entities may request this data at any point during the Term of Contract.

1.12. Electronic Billing Data and Associated Software Packages

Contractor shall provide Customers billing data in electronic form, associated software package(s), and all applicable provisions of the Contract for the purpose of: 1) Conducting trending analysis; 2) Conducting traffic analysis; 3) Permitting the loading of data into Customer authorized computer systems for the purpose of analysis, invoice processing, and cost allocation; and 3) Permitting additional detailed analysis such as identification of LD costs by origination extension, and circuit costs at the CSR level.

Contract Attachment 4.8. Dispute Resolution

Contract # EPS060014-State Input

1. Operational Dispute Resolution

Contractor and Customers shall use the following process in identifying and mitigating performance issues or problems associated with operational issues under the Contract.

1.1. Trouble Tickets

Customers may notify the Contractor in response to or in anticipation of any issues or problems (Trouble Ticket) associated with the products or services Ordered under the Contract.

1.2. Trouble Ticket Acknowledgement

Contractor shall acknowledge receipt of all Trouble Tickets. Contractor shall acknowledge the Trouble Ticket, in writing or electronically, within two (2) days following receipt or a shorter period of time as requested by the Customer in the Trouble Ticket. Customers may accept verbal Order acknowledgment when time and circumstances require.

1.3. Trouble Ticket Resolution

Contractor shall provide for the resolution of all issues or problems identified in a Trouble Ticket. Contractor shall provide a resolution plan to the Customer, in writing or electronically, within five (5) days or a shorter period of time as requested by the Customer in the Trouble Ticket. Customers may accept verbal Trouble Ticket acceptance when time and circumstances require. Trouble Ticket acceptance shall include the reservation of all elements necessary to resolve all issues or problems cited in the Trouble Ticket.

1.4. Unresolved Trouble Tickets

If unsatisfied with the Contractor's resolution plan for the Trouble Ticket, or the Contractor fails to resolve the issues or problems cited in the Trouble Ticket in accordance with their resolution plan, Customers may submit a fully documented Contractor Performance Report (CPR) to the Procurement Officer. Documentation to accompany the CPR shall include the Trouble Ticket, the Contractor's acknowledgement and resolution plan (if applicable), and a statement confirming that the resolution plan was not met or an explanation why the resolution plan was not acceptable. CPRs and accompanying documentation will serve as a foundation to any further recourse in accordance with the Remedies provisions established herein. CPRs can be found at the following URL. <http://www.azeps.az.gov/PoliciesDocuments/index.htm>

2. Billing Dispute Resolution

Contractor and Customers shall use the following process in identifying and mitigating performance issues or problems associated with billing issues under the Contract.

2.1. Billing Adjustments

Revised invoices or billing adjustments shall apply only to Contractor's Services that can be verified by the Customer, and requests for such adjustments must be submitted in writing to the Customer within 60 days of ~~Service~~ invoice delivery; shall reference the original invoice in which the error was made, and contain sufficient level of detail to make a reasonable determination of fact. Billing Adjustments, once determined to be fact, shall be documented in writing on all forms of billing, paper and electronic, in the next billing cycle.

2.2. Billing Disputes

Failure by Customer to pay any portion of or the entire invoiced amount based on Contractor billing errors or disputed charges shall not constitute default under this Contract. Customer will pay undisputed portions of disputed or incorrect invoices where Customer can easily identify the undisputed portion. Payment of an amount less than the total amount due on all unpaid invoices shall be credited as directed by Customer. In no event shall Contractor apply any payment or portion thereof to any particular amount or item that is subject to any claim of error or dispute between the parties.

Contract Attachment 5. Contract Administration

Contract # EPS060014-State Input

1. Contract Administration

Contractor shall cooperate with the Procurement Officer in the administration of the Contract in accordance with the following requirements.

1.1. Contract Transition

Contractor shall cooperate with the Procurement Officer in the administration of the Contract, ensure Customer's smooth transition between incumbent and new Contract. Upon Contract Award, Contractor shall transition or "cut over" all existing orders and/or accounts under any current Contracts for the same services with the Customers.

1.1.1. Current Customers

Within thirty (30) days following Contract Award, Contractor shall provide a list of all Customers currently served by the Contractor under the incumbent Contract for products and services provided herein. This listing shall identify regulated and non-regulated services and shall be in spreadsheet format. Contractor's list shall include a time line for cut-over of each Customer during the Transition Period. Contractor's list shall also show the net effect, in a dollar amount aggregate by Customer, depicting Customer spend/commitment under the incumbent Contract and their new spend/commitment under the new Contract.

1.1.2. Transition Period

Contractor shall complete this cut-over during a transition period not to exceed ninety (90) days. Following cutover to the new Contract, all services purchased under any previous Contracts shall be charged at the new rates as set forth herein.

1.1.3. Transition Liability

Contractor shall be liable for all billing errors due to incomplete or unsuccessful Customer transition and rate cut-over.

1.2. Contract File

Contractor shall cooperate with the Procurement Officer in the administration of the Contract, to create a record of Contractor performance to be documented and maintained within a Contract File. In addition to the Contract Document, including all terms, conditions and attachment requirements herein, the Contract File shall also include.

1.2.1. Solicitation Documents

Solicitation documents shall include the State's RFP as amended, the Contractor's Offer as revised, documentation of Discussions, and evaluation documents resulting in the formation of the Contract.

1.2.2. Contract Amendment Documents

Contract changes shall include all requests for changes, analysis and justifications for changes, any formal determinations or authorizations for changes and all Contract Amendments associated with each change or set of changes made to the Contract.

1.2.3. Contract Correspondences

Contract correspondences shall include all relevant e-mails, letters, fliers, circulars and announcements from the State, Contractor, Customers or other interested parties regarding the Contract.

1.2.4. Usage Reports and Documents

Usage documentation shall include all reports, analysis, Customer surveys and applicable statistics regarding the consumption activity under the Contract. Contractor shall, on a quarterly basis and within thirty (30) days of the quarter's end, submit to the Procurement Officer a usage and service level report regarding the purchase of products and services, and the level of service performance provided under the Contract. The format, electronic and hard-copy, of all such reports shall be approved by the State and shall include the quantity and the dollar value of each Contract item by Customer and any further subdivisions within each as required by the State. The quarterly reports shall include all users of the Contract, including State Entities on and off the State's Enterprise Network, AZNET. In addition to the quarterly reports, Contractor shall provide more detailed monthly reports to the State's Telecommunications Program Office (TPO) and their Contractor supporting AZNET. The State, as deemed necessary, shall have the option to request additional reports. The State shall also have the option to limit the scope and contents of reports. The State shall provide the contractor sufficient notice, of no less than seven (7) days, to submit any additional reports. Contractor's report shall be largely similar to a sample report provided herein. Usage Reports shall consist of, at a minimum, the following elements. If Usage Reports required herein are submitted more than thirty (30) days late, are incomplete, or are late or incomplete more than three (3) times throughout the Contract's term, the State may seek remedies available to it herein including Temporary Suspension, Stop Work Order or Termination for Default.

Contract Attachment 5. Contract Administration

Contract # EPS060014-State Input

1.2.4.1. State Summary

Contractor's report shall include a summary of activity of all State Customers using the Contract, what they are purchasing and how much they are spending per product and/or service, and in aggregate.

1.2.4.2. Cooperative Member Summary

Contractor's report shall include summary of activity of all Cooperative Member Customers using the Contract, what they are purchasing and how much they are spending per product and/or service, and in aggregate.

1.2.4.3. Geographic Volumes

Contractor's report shall include a summary of activity of all Customers statewide by product and service, by geographic area, e.g., City any County

1.2.4.4. Compliance and Performance

Contractor's report shall include a summary of Contractor activities performance-related metrics demonstrating ongoing compliance with the terms and conditions and requirements of the Contract as well as satisfactory levels of customer satisfaction, complaint documentation and resolution, benefits realization and other issues and action items. Related documentation shall include any commendations, complaints, and all documents resulting from problem resolution activities.

1.2.4.5. Benefits Realization

Contractor's report shall include a summary of benefits realized by the State and its Customers through the continued utilization of the Contract. Benefits shall at a minimum include, savings from standard government rates aggregate for the Contract, for State Customers and for Cooperative Member Customers. Benefits may also include other value-added services, Customer incentives and examples of superior Customer support.

1.3. Performance Management

Contractor shall cooperate with the Procurement Officer in the administration of the Contract, to review performance indicators, to identify performance issues before, or promptly after, a problem occurs, and to address and resolve performance problems in a timely and responsible manner.

1.3.1. Annual and Semi-annual Meetings

Contractor shall, at least once annually and more frequently as required by the State, meet with the Procurement Officer and/or members of delegated representatives in the State's TPO, to review Contractor performance against the terms, conditions and requirements of the Contract.

1.3.2. Issue and Problem Resolution

When an issue or problem requires notice and mitigation steps by the parties, the State and Contractor shall follow the same Dispute Resolution process as set forth herein. Depending on the severity of the issue or problem, the State may at its discretion, bypass the Dispute Resolution process herein and precede directly to the Remedies provisions of the Contract.

1.3.3. Responsibility Documentation

Contractor's past performance is a standard determinant of Offeror Responsibility in the award of Arizona State Contracts. Contractor performance, as documented in the Contract File, may positively or negatively effect future proposals submitted in response to solicitations conducted by the State of Arizona, its agencies, boards or commissions, as well as members of the State Purchasing Cooperative.

Contract Attachment 5.3.2. Key Personnel

Contract # EPS060014-[State Input](#)

1. Key Personnel

Contractor shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under the Contract. Contractor shall assign specific individuals to key positions in support of the Contract. Once assigned to work under the Contract, Key Personnel shall not be removed or replaced without the prior written approval of the State. As requested by the State, Contractor shall remove and/or replace Key Personnel from performance under the Contract. Notices of changes to Key Personnel shall include; the name of Key Personnel; their relevant qualifications and experience; their specific responsibilities under the Contract; and all contact data including telephone number(s) and e-mail address.

1.1. Key Personnel (Contract Contact)

Name: [Offeror Contract Language](#)

Telephone No.: [Offeror Contract Language](#)

E-Mail: [Offeror Contract Language](#)

Mailing Address: [Offeror Contract Language](#)

City: [Offeror Contract Language](#)

State: [Offeror Contract Language](#) Zip: [Offeror Contract Language](#)

Contract Responsibility: [Offeror Contract Language](#)

1.2. Key Personnel (Ordering – New Customers)

Name: [Offeror Contract Language](#)

Telephone No.: [Offeror Contract Language](#)

E-Mail: [Offeror Contract Language](#)

Mailing Address: [Offeror Contract Language](#)

City: [Offeror Contract Language](#)

State: [Offeror Contract Language](#) Zip: [Offeror Contract Language](#)

Contract Responsibility: [Offeror Contract Language](#)

1.3. Key Personnel (Billing – Current Customers)

Name: [Offeror Contract Language](#)

Telephone No.: [Offeror Contract Language](#)

E-Mail: [Offeror Contract Language](#)

Mailing Address: [Offeror Contract Language](#)

City: [Offeror Contract Language](#)

State: [Offeror Contract Language](#) Zip: [Offeror Contract Language](#)

Contract Responsibility: [Offeror Contract Language](#)

1.4. Key Personnel (Customer Service – Service Problems, Outages, SLA Issues)

Name: [Offeror Contract Language](#)

Telephone No.: [Offeror Contract Language](#)

Contract Attachment 5.3.2. Key Personnel
Contract # EPS060014-*State Input*

E-Mail: [Offeror Contract Language](#)

Mailing Address: [Offeror Contract Language](#)

City: [Offeror Contract Language](#)

State: [Offeror Contract Language](#) Zip: [Offeror Contract Language](#)

Contract Responsibility: [Offeror Contract Language](#)

Contract Attachment 5.3.3. Subcontractors

Contract # EPS060014-**State Input**

1. Subcontractors

Contractor shall not enter into any Subcontract for the performance of the Contract without the advance written approval of the State. If the Contractor adds a Subcontractor, the Contractor shall clearly list all proposed Subcontractors and the Subcontractors' proposed responsibilities under the Contract. All Subcontracts, current or subsequently added, shall incorporate by reference the terms and conditions of the Contract.

1.1. Subcontractor

Name: [Offeror Contract Language](#)

Contact Person: [Offeror Contract Language](#)

Telephone No.: [Offeror Contract Language](#)

E-Mail: [Offeror Contract Language](#)

Mailing Address: [Offeror Contract Language](#)

City: [Offeror Contract Language](#)

State: [Offeror Contract Language](#) Zip: [Offeror Contract Language](#)

Contract Responsibility: [Offeror Contract Language](#)

1.2. Subcontractor

Name: [Offeror Contract Language](#)

Contact Person: [Offeror Contract Language](#)

Telephone No.: [Offeror Contract Language](#)

E-Mail: [Offeror Contract Language](#)

Mailing Address: [Offeror Contract Language](#)

City: [Offeror Contract Language](#)

State: [Offeror Contract Language](#) Zip: [Offeror Contract Language](#)

Contract Responsibility: [Offeror Contract Language](#)

1.3. Subcontractor

Name: [Offeror Contract Language](#)

Contact Person: [Offeror Contract Language](#)

Telephone No.: [Offeror Contract Language](#)

E-Mail: [Offeror Contract Language](#)

Mailing Address: [Offeror Contract Language](#)

City: [Offeror Contract Language](#)

State: [Offeror Contract Language](#) Zip: [Offeror Contract Language](#)

Contract Responsibility: [Offeror Contract Language](#)

Contract Attachment 5.3.16.6. Performance Bond

Contract # EPS060014-[State Input](#)

1. Performance Bond

Contractor shall furnish an irrevocable security in the amount of \$100,000 per Products and Services Category (not to exceed \$300,000 for all three Categories) payable to the State of Arizona, binding the contractor to provide faithful performance of the Contract. Performance security shall be in the form of a performance bond, certified check or cashier's check. The security must be in the possession of the State within ten (10) calendar days from receipt of Notice of Award. If the contractor fails to execute the security document, as required, the contractor may be found in default and Contract terminated by the State. In case of default, the State reserves all rights to recover as provided by law. All performance bonds must be executed on forms substantially equivalent to the form included herein.

1.1. Performance Bond Sample

Supplier Name: [Offeror Response](#)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, [Offeror Response](#) (hereinafter called Principal), as Principal, and [Offeror Response](#), a corporation organized and existing under the laws of the State of [Offeror Response](#) with its principal office in the city of [Offeror Response](#) (hereinafter called the Surety), as Surety, are held and firmly bound unto the State of Arizona, (hereinafter called Obligee) in the amount of [Offeror Response](#) (Dollars) (\$ [Offeror Response](#)), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successor assigns, jointly and severally firmly by these presents. WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the [Offeror Response](#) day of [Offeror Response](#), for the material, service or construction described as:

EPS060014-[State Input](#)

The State of Arizona, and its nearly 120 agencies, boards and commissions, as well as approximately 400 members of the State Purchasing Cooperative, have an ongoing requirement for telecommunications carrier services including large varieties of regulated, unregulated and other unregulated value-added products and services. Services include: carrier and non-carrier class trunk lines, tie lines, dedicated circuits, SONET, Frame Relay, PVC, SVC, ISDN PRI and BRI, Broadband, ATM, Point-to-Point and Point-to-Multi-Point Ethernet, MPLS, xWDM, dark and managed fiber, Long distance out-bound, off-net/on-net, intra/interLATA, international and calling cards, Long distance in-bound, toll free, Tier-1 and Local Internet, voice mail/messaging, IVR, ACD, MCU Bridging and H.320/H.323/H.324/T-120, Store and forward MPEG1 and 2, IP Multicast, Access server and Carrier Hotel facilities and services.

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect. The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Contract Attachment 5.3.16.6. Performance Bond

Contract # EPS060014-[State Input](#)

Witness our hands this [Offeror Response](#) day of [Offeror Response](#).

Principal

Seal

Surety

Seal

By

[<<State Input>>](#)

Agency of Record

Contract Attachment 5.3.16.8. Insurance

Contract # EPS060014-**State Input**

1. Insurance

Contractor shall provide insurance and otherwise indemnify the State in accordance with the following requirements.

1.1. Insurance Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

1.2. Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

1.2.1. Minimum Commercial General Liability

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor". Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.2.2. Minimum Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

Minimum Worker's Compensation and Employer's Liability

Contract Attachment 5.3.16.8. Insurance

Contract # EPS060014-**State Input**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

1.2.3. Minimum Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

1.3. Additional Insurance Requirements

The policies shall include, or be endorsed to include, the following provisions. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

1.4. Notice of Cancellation

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Contract Administrator in the Enterprise Procurement Services Division of the State of Arizona Department of Administration and shall be sent by certified mail, return receipt requested.

1.5. Acceptability of Insurers

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.6. Subcontractors

Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

1.7. Approval

Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Contract Attachment 5.3.16.8. Insurance

Contract # EPS060014-[State Input](#)

1.8. Exceptions

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

1.9. Verification of Coverage – Certificate of Insurance

Contractor shall furnish the State of Arizona with Certificate(s) of Insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. All certificates required by this Contract shall be sent directly to the Contract Administrator in the Enterprise Procurement Services Division of the State of Arizona Department of Administration. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION

1.9.1. Certificate of Insurance Form

[Offeror to insert Contract language and Certificate of Insurance Form if awarded](#)

Contract Attachment 5.3.16.8. Insurance

Contract # EPS060014-**State Input**

1.9.2. Certificate of Insurance Form

Contractor shall provide The following Certificate of Insurance or one substantially similar to this form, within ten (10) days of the date of Contract award. Contractor shall maintain the coverages required herein as well as an updated copy of these certificates on file with the Procurement Officer throughout the Contract's term.

Supplier Name: _____

Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

Name and Address of Insurance	Agency Company Letter	Companies Affording Coverage
	A	
Name and Address of Insured	B	
	C	
	D	

LIMITS OF LIABILITY MINIMUM – EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury			Comprehensive General Liability Form		
--Per Person			Premises Operation		
Each Occurrence			Contractual		
Property Damage			Independent Contractors		
--OR--	-----	-----	Products /Completed Operations Hazard		
Bodily Injury			Personal Injury		
--AND--			Broad Form Property Damage		
Property Damage			Explosion &Collapse (if applicable)		
Combined			Underground Hazard (if applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owner (if applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits			Workmen's Compensation and Employer's Liability		
			Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder

Date Issued: _____

Authorized Representative

Contract Attachment 5.3.16.8. Insurance

Contract # EPS060014-[State Input](#)



TELECOMMUNICATIONS CARRIER SERVICES

Solicitation # EPS060014-A6

Contact Information

Agency:	Arizona State Procurement Office	Agency Address:	100 North 15th Avenue Suite 104 Phoenix AZ 85007
Agency Phone:	(602)542-5511	Agency Fax:	(602)542-5508
Procurement Officer:	James Scarboro/Arizona State Procurement Office		
PO Phone:	(602)542-9122	PO Fax:	(602)542-5508

Solicitation Information

Published Date:	11/10/05 11:29:59 AM	Close Date:	11/15/05 3:00:00 PM
Contract Type	Statewide	Solicitation Type	RFP
Conference Location	Arizona Department of Administration, Conf. Rm. 300. Located at 100 N. 15th Ave, Ste 104 Phoenix AZ 85007		
Conference Date:	9/19/05 10:00:00 AM		

Description

The State of Arizona, and its nearly 120 agencies, boards and commissions, as well as approximately 400 members of the State Purchasing Cooperative, have an ongoing requirement for telecommunications carrier services including large varieties of regulated, unregulated and other unregulated value-added products and services. Services include: carrier and non-carrier class trunk lines, tie lines, dedicated circuits, SONET, Frame Relay, PVC, SVC, ISDN PRI and BRI, Broadband, ATM, Point-to-Point and Point-to-Multi-Point Ethernet, MPLS, xWDM, dark and managed fiber, Long distance out-bound, off-net/on-net, intra/interLATA, international and calling cards, Long distance in-bound, toll free, Tier-1 and Local Internet, voice mail/messaging, IVR, ACD, MCU Bridging and H.320/H.323/H.324/T-120, Store and forward MPEG1 and 2, IP Multicast, Access server and Carrier Hotel facilities and services.

Amendment Information

AMENDMENT NO 6

The solicitation is hereby changed as follows.

See Attachments below, Solicitation Attachment 1.2. Solicitation Amendments.doc

All other instructions, terms and conditions remain unchanged.

AMENDMENT NO 5

The solicitation is hereby changed as follows.

See Attachments below, Solicitation Attachment 1.2. Solicitation Amendments.doc

All other instructions, terms and conditions remain unchanged.

AMENDMENT NO 4

The solicitation is hereby changed as follows.

See Attachments below, Solicitation Attachment 1.2. Solicitation Amendments.doc

All other instructions, terms and conditions remain unchanged.

AMENDMENT NO 3.

The solicitation is hereby changed as follows.

See Attachments below, Solicitation Attachment 1.2. Solicitation Amendments.doc

All other instructions, terms and conditions remain unchanged.

AMENDMENT NO. 2

The RFP has been changed in accordance with the following:

1) The Pre–Offer Conference shall be held on Tuesday, October 4, 2005, from 2:00 to 4:00 PM MST. The Conference will be held at the Arizona Department of Administration, 100 N. 15th Ave., Suite 104, Phoenix AZ 85007. Conf. Room 300.

All other instructions, terms, conditions and requirements remain unchanged.

AMENDMENT NO. 1

The RFP has been changed in accordance with the following:

- 1) RFP Description has been changed.
- 2) Commodity Code associated with the Line Item in the Price Sheet has been changed.

All other instructions, terms, conditions and requirements remain unchanged.

Has the Price Sheet Been Changed?	No
Has the Questionnaire Been Changed?	No

TELECOMMUNICATIONS CARRIER SERVICES

Solicitation # EPS060014-A6

Special Instructions

Offshore Performance of Work

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

Proposals: SPIRIT Submission Requirement

In accordance with the Uniform Instructions 3.1, Forms: No Facsimile, Telegraphic or Electronic Mail Offers; proposals to this solicitation shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT. Submission of offers by means other than the SPIRIT system will not be accepted. Potential offerors with questions in this regard shall contact the State Procurement Office prior to the solicitations due date and time.

TELECOMMUNICATIONS CARRIER SERVICES

Solicitation # EPS060014-A6

Special Terms and Conditions

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

TELECOMMUNICATIONS CARRIER SERVICES

Solicitation # EPS060014–A6

Uniform Instructions

1 Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

1.2 Contract

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers, and any Solicitation Amendments or Contract Amendments and any terms applied by law.

1.3 Contract Amendment

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor

any person who has a Contract with the State

1.5 Days

calendar days unless otherwise specified.

1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation

1.7 Offer

bid, proposal or quotation.

1.8 Offeror

a vendor who responds to a Solicitation.

1.9 Procurement Officer

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 Solicitation

an Invitation for Bids ('IFB'), a Request for Proposals ('RFP'), or a Request for Quotations ('RFQ').

1.11 Solicitation Amendment

a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

1.12 Subcontract

means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.13 State

the State of Arizona and Department or Agency of the State that executes the Contract.

2 Inquiries

Inquiries

2.1 Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

2.2 Solicitation Contact Person

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

2.3 Submission of Inquiries

The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

2.4 Timeliness

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 No Right to Rely on Verbal Responses

An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre–Offer Conference

If a pre–Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

2.8 Persons With Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3 Offer Preparation

Offer Preparation

3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers

Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicates otherwise.

3.2 Typed or Ink; Corrections

The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

3.3 Evidence of Intent to be Bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

3.4 Exceptions to Terms and Conditions

All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected. [ALL]

ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

3.5 Subcontracts

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.6 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.7 Solicitation Amendments

Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

3.8 Federal Excise Tax

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.9 Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

3.10 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is

a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.11 Identification of Taxes in Offer

The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

3.12 Disclosure

If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.13 Solicitation Order of Precedence

In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.13.1 Special Terms and Conditions;

3.13.2 Uniform Terms and Conditions;

3.13.3 Statement or Scope of Work;

3.13.4 Specifications;

3.13.5 Attachments;

3.13.6 Exhibits;

3.13.7 Special Instructions to Offerors;

3.13.8 Uniform Instructions to Offerors. 3.13.9 Other documents referenced or included in the Solicitation.

3.14 Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

4 Submission of Offer

Submission of Offer

4.1 Sealed Envelope or Package

Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

4.2 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.3 Public Record

All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4.4 Non-collusion, Employment, and Services

By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1 i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5 Evaluation

Evaluation

1. Cost

2. Conformance with Terms and Conditions

3. Capacity of Offeror

4. Conformity to all Terms, Conditions and Instructions

5.1 Unit Price Prevails

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2 Taxes

Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

5.4 Disqualification

An Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.5 Offer Acceptance Period

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred–twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred–twenty (120) days from the Best and Final Offer due date.

5.6 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.6.1 Waive any minor informality;

5.6.2 Reject any and all Offers or portions thereof; or

5.6.3 Cancel the Solicitation.

6 Award

Award

6.1 Number or Types of Awards

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, 'all or none' Offers shall be rejected.

6.2 Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3 Effective Date

The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

7.1 The name, address and telephone number of the protester;

7.2 The signature of the protester or its representative;

7.3 Identification of the purchasing agency and the Solicitation or Contract number;

7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.5 The form of relief requested.

8 Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

TELECOMMUNICATIONS CARRIER SERVICES

Solicitation # EPS060014–A6

Uniform Terms and Conditions

1 Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 Attachment

any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 Contract

the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 Contract Amendment

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 Contractor

any person who has a Contract with the State.

1.5 Days

calendar days unless otherwise specified

1.6 Exhibit

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 Gratuity

a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 Materials

all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 Procurement Officer

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 Services

the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 Subcontract

any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 State

the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 State Fiscal Year

the period beginning with July 1 and ending June 30,

2 Contract Interpretation

Contract Interpretation

2.1 Arizona Law

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;

2.3.2 Uniform Terms and Conditions;

2.3.3 Statement or Scope of Work;

2.3.4 Specifications;

2.3.5 Attachments;

2.3.6 Exhibits;

2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract Administration and Operation

Contract Administration and Operation.

3.1 Records

Under A.R.S. § 35–214 and § 35–215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other 'records' relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 99–4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

Pursuant to ARS § 35–214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ('Intellectual Property'), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State Fiscal Year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the Current State Fiscal Year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract Changes

Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.'

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41–621 and § 35–154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions–intervention–acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified–return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or

remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

Contract Termination

9.1 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

TELECOMMUNICATIONS CARRIER SERVICES

Solicitation # EPS060014-A6

Price Sheet

Instructions

Offerors shall Submit their Prices and Pricing in the appropriate Spreadsheet attached herein. Enter a "0" in the SPIRIT Price Sheet, and submit as Complete.

LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Pricing	Qty	UOM
1	0952-1350 0952-1350-0001	Telecommunications Telecommunication Carrier Services	FP	0	Each

TELECOMMUNICATIONS CARRIER SERVICES

Solicitation # EPS060014-A6

Offer

TO THE STATE OF ARIZONA

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Tax Information

Arizona Transaction (Sales) Privilege Tax License No. _____

Federal Employer Identification No. _____

Location Information

Company Name: _____

Address: _____

Clarification Information

Name: _____

Phone: _____

Fax: _____

Signature

Name: _____

Date: _____

Title: _____

Signature: _____

Certification

By Accepting below, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization __ is __ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.

Acceptance

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona Awarded This _____ day of _____
Procurement Officer: _____